



General Terms and Conditions of Business

§ 1

General Scope of Validity

- 1.)
These terms and conditions of business apply to all present and future business relations.

- 2.)
Consumers in the context of these terms and conditions of business are individuals with whom business relationships are established – whereby a commercial or entrepreneurial activity in the sense of employment is not attributable to such persons.
Companies in the context of these terms and conditions of business are individuals, legal entities or private companies capable of holding rights with whom business relationships are established – whereby these act in the context of pursuing a commercial or entrepreneurial activity in these sense of employment.
Consumers and companies/entrepreneurs are both considered customers in the context of these terms and conditions of business.

- 3.)
Any differing, contrary or supplementary general terms and conditions of business set forth by the customer even if these are known to us – unless their applicability is expressly agreed to in writing.

§ 2

Conclusion of the Contract

- 1.)
Our offerings are subject to change.
Technical modifications as well as modifications in shape, colour of weight remain subject to change in the context of the constraints of reasonableness.

- 2.)
Upon ordering goods, the customer declares intent to purchase the ordered goods.
We are authorised to accept the contract offer inherent in the order within two weeks of our having receives such order within two (2 weeks) of having received such order. Such



acceptance can be stated either in writing or by the delivery of the goods to the customer.

3.)

If the consumer orders the goods via electronic transmission, we will immediately confirm receipt of the order.

The receipt confirmation does not yet constitute binding acceptance of the order on our part. The receipt confirmation can be combined with the statement of acceptance.

4.)

The conclusion of the contract occurs subject to the correct and prompt delivery of the said goods by our suppliers.

This only applies to a situation in which the lack of supply of the goods does not lie in our scope of responsibility; this applies particularly to the conclusion of a congruent hedging transaction with our supplier.

The customer will be immediately notified of the non-availability of service. The consideration will be reimbursed promptly.

§ 3

Retention of Ownership

1.)

In the context of contracts with consumers, we retain the ownership of the goods until the purchase price has been paid in full.

In the context of contracts with entrepreneurs, we retain the ownership of the goods until all receivables arising from current business relations have been settled in full.

2.)

The customer is obligated to handle the goods with care. Insofar as maintenance and inspection work are necessary, the customer must perform such work at its own expense. The reserved goods must be insured to a sufficient extent against fire, break-in, theft and water damages.

Any insurance claims are already at this point ceded to us (in the amount of the value of the goods).

3.)

The customer is obligated to notify us immediately of any access by third parties to the goods (for instance, in the event of garnishment as well as any damage to the goods or their destruction).

The customer must immediately notify us of relocation on its part as well as of a change the



ownership of the goods.

4.)

We are authorised in the event of conduct on the part of the customer which constitutes a violation of this contract (particularly delay in payment or violation of an obligation according to § 3 of this provision to withdraw from the contract and demand the return of the goods.

5.)

The company/entrepreneur is authorised to resell the goods in the context of proper business dealings. Already at this point, he assigns to us all receivables towards a third party (in the sum of the invoice amount) which become payable to him by way of re-sale. We accept this assignment.

After the assignment, the entrepreneur is authorised to collect the outstanding payment. We reserve the right to collect the outstanding payment ourselves as soon as the entrepreneur no longer fulfils his payment obligations and delays in rendering payment.

6.)

The handling and processing of the goods by the entrepreneur always takes place on our account and by our order. If such processing takes place with objects not belonging to us, we acquire co-ownership of the new item at a share proportional to the value of the goods supplied by us compared to the other objects processed in said context. The same applies when the goods are combined with other objects not belonging to us.

§ 4 ***Compensation***

1.)

The offered purchase price is binding.

The purchase price includes the applicable statutory sales tax.

The customer can render payment by COD/carriage forward, by invoice or by credit card.

Prices apply ex store and do not include packaging, which is charged separately.

2.)

The customer is obligated to pay the purchase price within 30 days of receipt of the goods. Following the elapse of this time period, the customer is considered in arrears.

The consumer must during the period of arrears impose interest in the amount of 5% above the basic interest rate upon this monetary debt.

The entrepreneur must during the period of arrears impose interest in the amount of 8% above the basic interest rate upon this monetary debt.

We reserve the right to prove the occurrence of higher damages due to delay and assert the



corresponding claim.

3.)

The customer only has the right to offset amounts if its counter-claims have been affirmed via a binding judgement or recognised by us.

The customer can only exercise the right to withholding payment if its counter-claim is based on the same contractual relationship.

§ 5 ***Transfer of Risk***

1.)

The risk of the incidental perishing/loss of the goods is transferred to the buyer upon handover of the goods; in the case of shipment, upon delivery of the goods to the forwarding agent, the carrier or any other person/institution charged with the shipment of the goods.

2.)

The transferral of the goods remains in effect even if the buyer delays in the acceptance of the goods.

§ 6 ***Warranty***

1.)

If the buyer is an entrepreneur, we warrant any deficiencies in the goods by initially providing subsequent fulfilment or replacement (at our discretion).

2.)

If the buyer is a consumer, he initially has the choice of deciding whether subsequent fulfilment or replacement will comprise fulfilment of the contract.

However, we are authorised to refuse the indicated manner of subsequent fulfilment if it is possible only at unreasonable cost and the other manner of subsequent fulfilment remains without significant disadvantage to the consumer.

3.)

If subsequent fulfilment fails, the customer can, as a rule, request a reduction of the compensation (abatement) or the reversal of the contract (withdrawal).



However, in the event of a merely slight violation of the contract (particularly applicable to slight deficiencies), the customer is not entitled to withdraw from the contract.

4.)

Entrepreneurs must report to us in writing obvious defect within a period of two (2) weeks of the receipt of the goods; otherwise, the assertion of the warranty claim is ruled out.

The prompt sending of such notification is considered sufficient to establish compliance with this deadline.

The entrepreneur bears the entire burden of proof for all claim requirements, particularly for the defect itself, the time of its detection and for the promptness of the notification of deficiencies.

5.)

Consumers must notify us in writing and within a period of one (1) month of the handover of the goods of any obvious deficiencies.

The material condition for compliance with this deadline is the date of our receipt of this notification.

If the consumer fails to make this notification, the corresponding warranty rights expire two months after his detection of the deficiency.

This does not apply to malicious intent on the part of the seller.

The burden of proof regarding the time of the detection is imposed upon the consumer.

6.)

If the customer (due to a legal or material deficiency) chooses to withdraw from the contract following the failure of subsequent-fulfilment measures, he has no claim to additional damages due to the deficiency.

7.)

If the customer chooses the option of filing a damages claim, the goods remain with the customer if this is reasonable to the customer.

Damages compensation is limited to the difference between the purchase price and the value of the defective item.

This does not apply if we have maliciously caused this contract violation.

8.)

For entrepreneurs, the warranty period amounts to one year as of the delivery of the goods.

For consumers, the statute of limitations expires in two years as of the delivery of the goods.

For used items, the statute of limitations expires in one year as of the delivery of the goods.

9.)

If the buyer is an entrepreneur, the manufacturer's product description is considered, as a rule, the sole agreed standard on the condition of the goods.

Public statements, targeting measures or the manufacturer's advertising do not constitute



additional specifications on the condition of the goods in accordance with this contract.

10.)

If the customer receives deficient assembly instructions, we are solely obligated to supply proper assembly instructions. Furthermore, this specific obligation applies solely to cases in which the deficiency in the assembly instructions runs contrary to the proper assembly.

11.)

The customer receives no guarantees in the legal sense from us. Manufacturers' guarantees remain unaffected by this provision.

§ 7

Limitations of Liability

1.)

In the event of slightly negligent violations of contractual obligations, our liability is limited to damages which are foreseeable according to the type of goods and which are typical to this contract (direct and average damages). The same applies to any slightly negligent violations of contractual obligations committed by our legal representatives or auxiliary agents.

We are not liable to entrepreneurs in the event of the violation of immaterial contractual obligations which arise from slight negligence on our part.

2.)

The aforementioned limitations of liability do not apply to claims on the part of the customer arising from product liability. Furthermore, the limitations of liability apply neither to any harm to the body or one's health nor to the loss of the customer's life.

3.)

The statute of limitations on damages claims (on the part of the customer) which arise from a deficiency in the goods expire with the elapse of one year as of the delivery of the goods. This does not apply if we are culpable of malice.

§ 8

Concluding Provisions

1.)

Applicable law is the law of the Federal Republic of Germany. The provisions set forth in the United Nations Convention on Contracts for the International Sale of Goods (CISG) are not



applicable in the context of these terms and conditions.

2.)

If the customer is a merchant, a legal entity subject to public law or the holder of special assets under public law, the jurisdiction in which our headquarters is located comprises the sole legal venue for all disputes arising from this contract.

The same applies if the customer's residence/headquarters is not located in Germany, likewise if the customer's residence/domicile is unknown upon the filing of a suit.

3.)

In the event that individual provision of this contract with the customer (including these general terms and conditions of business) should be or become partially or entirely ineffective, this circumstance does not affect the validity of the remaining provisions.

The partially or entirely ineffective rule should be replaced by one which most closely approximates the commercial intent of the ineffective rule.