

General Terms and Conditions of H&V Handels und Vertriebs GmbH

Inhalt

1	scope of application	1
2	Conclusion of contract.....	1
3	Prices and terms of payment	2
4	Force majeure.....	4
5	Retention of title	4
6	Liability for defects / Warranty	5
7	Liability	5
8	Statute of limitations.....	6
9	Retention, assignment.....	6
10	Applicable law, place of jurisdiction.....	6

1 scope of application

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") of the company H&V Handels und Vertriebs GmbH (hereinafter referred to as "H&V") shall apply to all contracts concluded between a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop. The inclusion of the Customer's own terms and conditions is hereby rejected, unless otherwise agreed.
- 1.2. GTC shall also apply exclusively if H&V carries out the delivery to the Customer without special reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these GTC.
- 1.3. An entrepreneur, within the meaning of these GTC, is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, is acting in the exercise of its commercial or independent professional activity.

2 Conclusion of contract

- 2.1. Offers made by H&V are subject to change and non-binding, unless the seller has expressly specified a binding period in them. Drawings, illustrations, dimensions, weights and other performance data belonging to an offer are only approximately binding, unless H&V has expressly stated otherwise in individual cases.
- 2.2. Customer orders shall only become a contract upon written order confirmation and receipt of the 10% advance payment, but at the latest upon acceptance of the delivery by the customer.
- 2.3. Changes to the technical design of the goods, in particular in the course of further development, are permissible if the change is not unreasonable for the customer. Any unreasonableness must be proven by the customer.

- 2.4. H&V may accept the customer's order within five days,
- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive in this respect, or
 - by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or
 - by requesting payment from the customer after the order has been placed, or
 - if payment by direct debit is offered and the customer opts for this method of payment, by collecting the total price from the customer's bank account, whereby the time at which the customer's account is debited is decisive.
 - Order acceptance does not release the customer from the obligation to make a down payment of 10%.

If several of the aforementioned alternatives exist, the contract is concluded at the point in time at which one of the aforementioned alternatives occurs first. The period for acceptance of the order shall commence on the day following the dispatch of the order by the customer and shall end at the end of the fifth day following the dispatch of the order. If H&V does not accept the customer's order within the aforementioned period, this shall be deemed a rejection of the order, with the consequence that the customer shall no longer be bound by its declaration of intent.

- 2.5. Only the German and English languages are available for the conclusion of the contract.
- 2.6. As a rule, orders are processed and contact is made by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that the e-mails sent by H&V can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by H&V or by third parties commissioned by H&V to process the order can be delivered.
- 2.7. If the parties have agreed special conditions, these shall generally not apply to current and future contractual relationships with the customer.
- 2.8. If the customer is financially unable to fulfill its obligations to H&V, H&V may terminate existing exchange contracts with the customer without notice by withdrawing from the contract. This shall also apply if the customer files for insolvency. § Section 321 BGB and Section 112 InsO shall remain unaffected. The customer shall inform H&V in good time in writing of any impending insolvency.

3 Prices and terms of payment

- 3.1. Unless otherwise stated in H&V's product description, the prices quoted are net prices plus statutory VAT. Packaging costs, customs duties and taxes shall be charged separately where applicable. The Incoterm EXW ("ex works") shall apply to all offers of H&V. At the customer's request, H&V may obtain offers for shipping and ship at the customer's explicit request - the transfer of risk shall remain unaffected by this - costs for insurance, transportation and other charges shall be borne by the customer.

- 3.2. In the case of deliveries to countries outside the European Union, further costs may be incurred in individual cases for which the seller is not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of funds if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.
- 3.3. H&V shall inform the customer about the provision of the goods - H&V shall be entitled to make partial deliveries. If the goods are made available by H&V, they must be collected from H&V within 5 working days at the latest. From the 6th day onwards, a daily storage interest of 0.5% on the net value of the goods shall be charged - this interest shall be offset against the advance payment received. This regulation also applies to partial deliveries.
- 3.4. If goods delivered by H&V and accepted by the customer are rendered unusable (scraped) by the manufacturer after delivery, H&V accepts no liability - the return of such goods is excluded.
- 3.5. H&V reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that H&V is not responsible for the non-delivery and H&V has concluded a specific covering transaction with the supplier with due care. H&V shall make every reasonable effort to procure the goods. H&V shall not be responsible for changes to the delivery times of the manufacturer or its suppliers. Any deterioration in the delivery promise caused by the manufacturer or its supplier or distributor shall not entitle the customer to terminate the purchase contract.
- 3.6. In the case of collection by the customer, H&V shall first inform the customer by e-mail that the goods ordered by the customer are ready for collection. After receipt of this e-mail, the customer can collect the goods within 5 working days after consultation with H&V.
- 3.7. A deposit of 10% is due upon conclusion of the contract. The order placed by the customer cannot be canceled. If the customer cancels the order, the deposit will be retained as a restocking fee. The customer is not entitled to a refund.
- 3.8. If advance payment by bank transfer has been agreed, payment shall be due immediately after conclusion of the contract, unless the parties have agreed a later due date.
- 3.9. In the case of delivery on account, H&V reserves the right to check the customer's creditworthiness. Should the customer's creditworthiness deteriorate during the payment term, H&V shall be entitled to demand immediate payment of the outstanding amount.
- 3.10. If H&V grants a payment term, this shall apply to the receipt of the money in one of H&V's accounts.
- 3.11. A payment shall be deemed to have been received as soon as the equivalent value has been credited to one of H&V's accounts, with the same value date. In the event of default of payment, H&V shall be entitled to default interest in the amount of 10

percentage points above the respective base interest rate. This shall not affect the seller's other statutory rights in the event of default in payment by the customer. If claims are overdue, incoming payments shall first be credited against any costs and interest and then against the oldest claim.

- 3.12. Should unforeseeable cost increases occur (e.g. currency fluctuations, unexpected price increases by suppliers, etc.), H&V shall be entitled to pass on the price increase to the customer. However, this shall only apply if the delivery is agreed to take place more than four months after the conclusion of the contract.

4 Force majeure

- 4.1. In the event of force majeure affecting the performance of the contract, H&V shall be entitled to postpone delivery for the duration of the hindrance. In the event of longer delays, H&V shall be entitled to withdraw from the contract in whole or in part, without this giving rise to any claims against H&V. Force majeure shall be deemed to be all events which are unforeseeable for H&V or which - even if they were foreseeable - are beyond H&V's control and whose effect on the performance of the contract cannot be prevented by reasonable efforts on the part of H&V. Any statutory claims of the customer shall remain unaffected.

5 Retention of title

- 5.1. H&V shall retain title to the delivered goods until the purchase price owed has been paid in full. Furthermore, H&V shall retain title to the delivered goods until all its claims arising from the business relationship with the customer have been satisfied.
- 5.2. If the delivered goods are processed, H&V shall be deemed to be the manufacturer and shall acquire ownership of the newly created goods/equipment. If the processing is carried out together with other materials, H&V shall acquire ownership in the ratio of the invoice values of its goods to those of the other materials. In the event that H&V's goods are combined or mixed with an item of the customer, if this is to be regarded as the main item, co-ownership of the item shall pass to H&V in the ratio of the invoice value of H&V's goods to the invoice value or, in the absence thereof, to the market value of the main item. In such cases, the customer shall be deemed to be the custodian.
- 5.3. The customer may neither pledge nor assign as security items subject to retention of title or title reservation. The customer is only permitted to resell in the ordinary course of business as a reseller on condition that the customer has effectively assigned to the seller his claims against his buyers in connection with the resale and the customer transfers ownership to his buyer subject to payment. By concluding the contract, the customer assigns his claims in connection with such sales against his customers to the seller as security, who accepts this assignment at the same time.
- 5.4. The customer shall immediately notify H&V of any access to the goods owned or co-owned by H&V or to the assigned claims. The customer shall immediately transfer to H&V any amounts assigned to H&V and collected by it to the extent that its claim is due.

- 5.5. If the value of H&V's security interests exceeds the amount of the secured claims by more than 10%, H&V shall release a corresponding portion of the security interests at the customer's request.

6 Liability for defects / Warranty

If the purchased item is defective, the provisions of the statutory liability for defects shall apply. Deviating from this applies:

- 6.1. Claims for defects shall not arise in the event of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable equipment or due to special external influences that are not provided for in the contract. If improper modifications or repair work are carried out by the customer or third parties, no claims for defects shall exist for these and the resulting consequences, unless the customer can prove that the fault complained of was not caused by these modifications or repair work.
- 6.2. In the case of new goods, the limitation period for claims for defects is one year or, alternatively, the manufacturer's specifications from delivery of the goods. In the case of used goods, rights and claims for defects are excluded.
- 6.3. In the event of subsequent performance, H&V shall have the right to choose between repair or replacement.
- 6.4. If a replacement delivery is made as part of the liability for defects, the limitation period shall not begin again.
- 6.6. If subsequent performance has been effected by way of a replacement delivery, the customer shall be obliged to return the goods first delivered to H&V within 30 days. The return package must contain the reason for the return, the customer's name and the number assigned for the purchase of the defective goods, which enables H&V to identify the returned goods. H&V shall not be obliged to accept the returned goods and to refund the purchase price as long as and to the extent that it is not possible to assign the return shipment for reasons for which the customer is responsible. The customer shall bear the costs of reshipment.
- 6.7. If H&V delivers a defect-free item for the purpose of subsequent performance, H&V may claim compensation for use from the customer in accordance with Section 346 (1) BGB. Other statutory claims shall remain unaffected.
- 6.8. If the customer acts as a merchant within the meaning of § 1 of the German Commercial Code (HGB), he shall be subject to the commercial obligation to inspect and give notice of defects pursuant to § 377 HGB. If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed approved.

7 Liability

H&V shall be liable to the customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows:

- 7.1. H&V shall be liable without limitation for any legal reason
- in the event of intent or gross negligence,
 - in the event of intentional or negligent injury to life, limb or health,

- on the basis of a guarantee promise, unless otherwise regulated in this respect,
 - due to mandatory liability, such as under the Product Liability Act.
- 7.2. If H&V negligently breaches a material contractual obligation, liability shall be limited to the foreseeable damage typical of the contract, unless unlimited liability applies in accordance with the above clause. Essential contractual obligations are obligations which the contract imposes on the seller according to its content in order to achieve the purpose of the contract, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely.
- 7.3. Any further liability of the seller is excluded.
- 7.4. The above liability provisions also apply with regard to the liability of the seller for its vicarious agents and legal representatives.

8 Statute of limitations

Claims of the customer against H&V shall become time-barred - with the exception of the claims regulated under the item "Liability for defects / Warranty" - one year after knowledge of the facts giving rise to the claim. However, at the latest five years after performance of the service, unless unlimited liability applies in accordance with the above section.

9 Retention, assignment

- 9.1. The customer shall have no right of retention or right to refuse performance unless H&V does not dispute the underlying counterclaims or these have been legally established.
- 9.2. Any assignment by the customer of claims arising from the contract concluded with the customer, in particular an assignment of any claims for defects by the customer, shall be excluded.
- 9.3. The customer shall indemnify H&V against claims by third parties which they may assert against H&V in connection with an infringement of their rights by H&V's contractual use of the customer's content. The customer shall also assume the necessary costs of legal defense, including all court and attorney's fees in the statutory amount. This shall not apply if the customer is not responsible for the infringement. In the event of a claim by a third party, the customer shall be obliged to provide H&V immediately, truthfully and completely with all information necessary for the examination of the claims and a defense.

10 Applicable law, place of jurisdiction

- 10.1. The law of the Federal Republic of Germany shall apply to all legal relations between the parties Germany to the exclusion of the laws on the international purchase of movable goods.
- 10.2. If the customer acts as a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be H&V's registered office. If the customer is domiciled outside the territory of the Federal Republic of Germany, the place of business of H&V shall be the exclusive place of jurisdiction for all disputes arising from this contract. In the above cases, however, H&V shall in any case be entitled to appeal to the court at the customer's place of business.

