

General Terms and Conditions



§ 1 Scope – subject matter of the contract

- (1) Our General Terms and Conditions shall apply to the delivery of movable goods in accordance with the contract concluded between ourselves and the customer.
- (2) Our General Terms and Conditions shall apply exclusively. We do not acknowledge any terms or conditions of the customer that are contrary to or differ from our General Terms and Conditions unless we have expressly approved their validity in writing. Our General Terms and Conditions shall also apply if we carry out the delivery without reservation, in the knowledge that terms and conditions of the customer are contrary to or differ from our General Terms and Conditions.
- (3) Our General Terms and Conditions shall apply both to consumers and to companies unless a differentiation is made in the respective clause.

§ 2 Offer – conclusion of the contract – offer documents

- (1) The customer's order is a binding offer which we can accept within one week by sending an order confirmation or by delivering the goods. Any offers previously made by us shall not be binding.
- (2) We reserve our title and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to written documents which have been designated as confidential. The customer may not pass on such documents to third parties without our express written consent.

§ 3 Prices and payment terms

- (1) Our price lists valid at the time of the order shall apply.
- (2) Packaging costs and shipping charges are not included in the purchase price and shall be invoiced separately to the customer.
- (3) The purchase price offered is binding. For consumers, it includes turnover tax at the legally valid rate.
- (4) If the customer is a company, we shall state only the net price. Turnover tax at the legally valid rate is therefore not included in our prices. It shall be specified separately on the invoice at the rate legally valid on the invoice date.
- (5) If the customer is a consumer, changes in prices shall be admissible if more than four months elapse between conclusion of the contract and the agreed delivery date. If wages or costs of material change thereafter before the delivery is made, we shall have the right to change the price appropriately in accordance with increases or decreases in costs. The customer shall only have the right to terminate the contract if a price increase exceeds more than insignificantly the rise in the general cost of living between the order and delivery.
- (6) If the customer is a company, the agreed price shall apply. If the price has increased at the time of performance due to a change in the market price or an increase in the consideration charged by third parties included in the performance, the higher price shall apply. If this is higher than the agreed price by 20 % or more, the customer shall have the right to terminate the contract. This right must be asserted immediately after notification of the increased price.
- (7) The invoice amount shall be due without deduction within 30 days of the invoice date. Statutory provisions governing the consequences of default in payment shall apply.
- (8) The customer shall only have rights of set-off if the customer's counterclaims have been recognised by declaratory judgment, are undisputed or recognised by us. If the customer is a company, the customer shall only have the right to exercise a right of retention if the customer's counterclaim is based on the same contractual relationship.

§ 4 Time of performance – passing of risk

- (1) Delivery dates shall not be binding unless otherwise expressly agreed.
- (2) A delay in delivery can only be deemed to have occurred after the customer has first set us a period of grace of at least two weeks.
- (3) If we have specified binding delivery periods and made these the basis for the placement of the order, such periods shall be extended, in the case of strikes and cases of force majeure, for the duration of the delay. This shall also apply if the customer has failed to meet any obligations to cooperate.
- (4) If the customer is a company, the delivery shall be agreed ex works unless otherwise stipulated in the order confirmation. Otherwise delivery is ex our place of business.

§ 5 Liability for defects, damages and statute of limitations

- (1) If the customer is a company, claims of the customer based on defects shall presuppose that the customer has duly performed its obligations according to § 377 HGB [German Commercial Code] to inspect and give notice of defects.
- (2) If the object of purchase has a defect, the customer shall have the right at the customer's option to subsequent performance in the form of removal of the defect or delivery of a new object without defect.
- (3) In the case of subsequent performance, we shall be obliged to bear all expenses required to remove any defect, in particular costs of transport, travel, labour and material unless these are increased due to the object of purchase being taken to a destination other than the place of performance.
- (4) If the customer is a company, the above regulation according to § 5 (2) shall be subject to the proviso that we shall have the right at our option to provide subsequent performance by removing any defect or by delivering a new object without defect.
- (5) If subsequent performance fails, the customer shall have the right at the customer's option to terminate the contract or to request a reduction of the purchase price.
- (6) We shall be liable according to statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Unless we are reproached for intentional breach of contract, liability for damages shall be limited to foreseeable damage which typically occurs.
- (7) We shall be liable according to statutory provisions if we negligently violate a material contractual obligation. In this case too, liability for damages shall, however, be limited to foreseeable damage which typically occurs. A material contractual obligation exists if the violation of the obligation relates to an obligation where the customer has relied on and could also have relied on compliance with this obligation.
- (8) If the customer also has the right to damages instead of performance due to a negligent violation of an obligation, our liability shall be limited to foreseeable damage which typically occurs.
- (9) If we are liable for damages, we shall only be obliged to reimburse the customer at a maximum cost rate of € 50 per working hour for costs incurred by the customer to remedy the damage, together with any other costs to remove the damage (customer's duty to minimise damage). We are prepared to provide the buyer with the opportunity of having the damage remedied at a maximum cost rate of € 50 per working hour.
- (10) We shall not accept returns of defective goods that are not prepaid or incorrect deliveries by the customer to us. At the customer's request, we shall provide the customer with a freeway, with which the defective goods or incorrect delivery can be returned to us free of charge. If a complaint is unfounded, we reserve the right to request the customer to reimburse our costs.
- (11) Liability for negligent physical injury, injury to life or health shall not be affected. This shall also apply to mandatory liability according to the Produkthaftungsgesetz [German Product Liability Act].
- (12) Unless otherwise agreed in the foregoing, liability shall be excluded.
- (13) If the customer is a consumer, the limitation period for claims based on defects when new goods are delivered is two years, and in the case of used goods and exchange parts (e.g. alternators, power steering, starters, brake calipers, turbo chargers etc.) one year. The period shall begin to run upon passing of risk.
- (14) If the customer is a company, the warranty obligation shall be one year.

§ 6 Total liability

- (1) Any further liability for damages than that provided for in § 6 shall be excluded, regardless of the legal nature of the asserted claim. This shall apply in particular to damage claims arising from negligence when concluding the contract, in the case of other breach of duty or fraudulent claims for material damages according to § 823 BGB [German Civil Code].
- (2) The limitation in paragraph (1) shall also apply if the customer requests the reimbursement of fruitless expenses instead of the customer's claim for damages in lieu of performance.
- (3) If liability for damages with respect to ourselves is excluded or limited, this shall also apply with regard to the personal liability of our employees, workers, personnel, representatives and vicarious agents for damages.

§ 7 Retention of title

- (1) In the case of contracts with consumers, we shall retain title to the object of purchase until the purchase price has been paid in full.
- (2) If the customer is a company, we shall retain title to the goods until the buyer has fulfilled all claims, also when the specific goods have already been paid.

- (3) The customer must notify us immediately of any measures to levy execution on goods subject to retention of title by third parties while providing the necessary documents to allow us to intervene. This shall also apply to impairment of any kind. Notwithstanding this, the customer must notify the third parties in advance of the existing rights to the goods. If the customer is a company, the customer must bear our costs of intervention unless the third party is able to reimburse them.
- (4) If the customer is a company, the customer shall, in the event of the resale/rental of the goods subject to retention of title, by way of precaution, already now assign the claims arising for it from the specified transactions against its customers until all our claims are fulfilled. When the goods subject to retention of title are processed, transformed or combined with another object, we shall acquire title to the manufactured objects directly. These shall be deemed goods subject to retention of title.
- (5) If the value of the security exceeds our claims against the buyer by more than 20 %, we shall, at the buyer's request and at our option, release securities to which we are entitled in the corresponding amount.

§ 8 Limitation of own claims

Our claims for payment shall become statute-barred in five years in derogation from § 195 BGB. The limitation period shall begin to run in accordance with § 199 BGB.

§ 9 Form of statements

Legally relevant statements and notices, which the customer has to give to us or a third party, shall only be valid when given in writing.

§ 10 Place of performance – choice of law – place of jurisdiction

- (1) Unless otherwise stipulated in the contract, place of performance and place of payment is our place of business. This shall not affect legal requirements regarding places of jurisdiction unless otherwise stated in the special provision in paragraph 3.
- (2) These General Terms and Conditions are governed by the law of the Federal Republic of Germany; the UN Sales Convention shall not apply.
- (3) Sole place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law is the court competent for our place of business.