



§1 General

The following terms shall apply to all our offers, sales, deliveries and services, and shall become part of the contract. They shall not apply if our contractual partner is a private person and is not acting on a professional or commercial basis. They shall also apply to all future business relations, even if they are not expressly agreed again.

Individual agreements made with the buyer in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these terms of sale. A written contract or our written confirmation shall be decisive for the content of such agreements.

§2 Offers and orders

2.1 Our offers shall be non-binding, unless they have been designated as binding in writing. An effective contract is therefore only concluded by our order confirmation or the delivery of the goods.

2.2 Specifications, indications of weight, illustrations, drawings and other documents, such as price lists and other documents, including in electronic form, which are part of our non-binding offers, shall remain our property and are only approximate. We shall also reserve the copyrights. They may only become a binding part of the contract with our express written confirmation. These documents may not be made available to third parties, unless we give the customer our express written consent.

§3 Doubtful solvency

3.1 If, after contract conclusion, we become aware of circumstances which give rise to doubts as to the buyer's solvency, we may make further deliveries dependent on advance payment of the goods by the buyer. We may set the buyer a reasonable deadline for advance payment of the goods and withdraw from the contract if we have not received the advance payment in due time; the buyer may provide security by means of a bank guarantee instead of the advance payment. If we have already delivered the goods, the purchase price shall be due immediately without deduction, irrespective of any agreed payment deadlines.

3.2 Doubts as to the buyer's solvency shall be justified, for example, if an application has been filed to open insolvency proceedings on their assets or if they fail to make payments to us or third parties on time.

§4 Prices

4.1 Our prices as per the current valid price lists shall be "ex works", unless agreed otherwise with the buyer. The packaging costs are included in the price.



4.2 Statutory value-added tax is not included in our prices and shall be shown separately on the invoice at the rate which is applicable by law on the invoice date.

§5 Delivery period

5.1 All delivery dates stated shall be non-binding and only approximate, unless we have expressly designated them as binding.

5.2 Should we culpably fail to meet an expressly agreed deadline or are in default for other reasons, the buyer shall grant us a reasonable grace period. The buyer is entitled to withdraw from the contract if this grace period expires without result.

5.3 Should delivery be temporarily impossible or considerably obstructed in whole or in part due to force majeure or other exceptional circumstances for which we are not responsible, the agreed delivery period shall be extended by the duration of the obstruction. The same shall apply to statutory deadlines or deadlines set by the buyer, in particular to grace periods in the event of default.

5.4 Claims for damages of any kind shall be excluded in the event of any delay in delivery, unless it is due to intent or gross negligence.

§6 Shipping

6.1 Shipping shall take place at the expense of the buyer. The risk shall be transferred to them when the goods are loaded, even if freight-free delivery has been agreed and/or the goods are shipped using our own vehicles. We shall not be obliged to provide transport insurance.

6.2 Unless expressly agreed otherwise in writing, we shall be entitled to make partial deliveries to a reasonable extent, which shall be invoiced individually.

§7 Payment

7.1 We shall deliver against prepayment as a matter of principle. A delivery on open account shall require our consent and confirmation. Our invoices shall be due for payment immediately.

7.2 If the buyer does not pay the purchase price within 30 days of the due date and receipt of invoice or an equivalent payment schedule, they shall be in default even without a reminder from us.

7.3 If the buyer defaults on a payment, all their payment obligations arising from our business relationship shall become due immediately. In this case, we shall be entitled to charge interest at the legally stipulated rate from the date in question. The seller shall reserve the right to prove higher damages.

7.4 The buyer shall only be entitled to offsetting if the counterclaims have been legally established, have been acknowledged by the seller or are undisputed, even if notices of defects or counterclaims



are asserted. The buyer shall only be authorised to exercise a right of retention if their counterclaim is based on the same purchase contract.

§8 Warranty/liability

8.1 The buyer must inspect the received goods for completeness, obvious defects, condition, and their properties. Obvious defects must be reported to us in writing by the buyer within 5 days of delivery of the contractual item. Transport damage must be reported immediately.

8.2 We shall not be obliged to provide a warranty if the buyer has not given us written notice of an obvious defect in due time. Should we be responsible for a defect in the goods and the buyer has given written notice of the defect in due time, we shall be obliged to provide supplementary performance, to the exclusion of the buyer's rights to withdraw from the contract or to reduce the purchase price, unless we are entitled to refuse it on the basis of statutory provision. The buyer must grant us a reasonable period for supplementary performance for each individual defect.

8.3 If, despite all the care taken, the delivered goods present a defect which already existed at the time of the transfer of risk, we shall either repair the goods or deliver replacement goods at our discretion, subject to the timely notice of defects. We must always be given the opportunity for supplementary performance within a reasonable period.

8.4 Claims for defects shall not exist in the event of only negligible deviations from the agreed condition, only negligible usability impairments, wear and tear, or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain or unsuitable equipment. If improper repair work or modifications are carried out by the buyer or third parties, no claims for defects shall exist for these and the consequences thereof.

8.5 Claims for defects shall become statute-barred 24 months after delivery of the goods to our customer.

8.6 Claims for defects for marten repellent devices must be handled according to the procedure described in appendix 1.

8.7 We shall be liable without limitation in accordance with the statutory provisions for intentional or grossly negligent breaches of duty, as well as for damages resulting from injury to life, body or health.

8.8 Any further liability shall be excluded, regardless of the legal nature of the claim asserted. Insofar as the seller's liability is excluded or limited, this shall also apply to the personal liability of their employees, workers, staff, representatives and vicarious agents.

8.9 Within the framework of market surveillance, based on the Product Safety Act and the adopted Regulation (EU) 2018/858, you as a dealer have a duty to inform our company (manufacturer) about known complaints regarding the quality, conformity and product use of our vehicle parts. In the event of a complaint, please send your information to the known sales contacts. Please observe the legal requirements.



§9 Retention of title

9.1 We shall reserve title to the goods (reserved goods) until receipt of all payments arising from the purchase contract. The delivered goods shall only become the buyer's property when they have fulfilled all their obligations arising from the business relationship, including secondary claims and claims for damages.

9.2 The buyer must inform us immediately in writing of all access by third parties, in particular of compulsory enforcement measures and other impairments to their property. The buyer must compensate us for all damages and costs incurred by a breach of this obligation and by necessary measures to protect against access by third parties.

9.3 If the buyer does not meet their payment obligations despite a reminder from us, we may demand the return of the reserved goods still in their possession without prior notice. The transport costs incurred in connection with this shall be borne by the buyer. Seizure of the reserved goods by us shall always constitute a withdrawal from the contract. We shall be entitled to sell the goods subject to retention of title after retaining them. The proceeds of the sale shall be offset against our outstanding claims.

§10 Place of fulfilment

Our registered office shall be the place of fulfilment and exclusive place of jurisdiction for all disputes arising from this contract.

§11 Data processing

The buyer agrees that we may process - - the data received about the buyer - in particular, we may store or transfer this to a credit protection organisation - in connection with the business relationship in compliance with the German Federal Data Protection Act for the fulfilment of our own business purposes, insofar as this is done within the scope of the purpose of the contract or is necessary to safeguard our legitimate interests and there is no reason to assume that this is overridden by the buyer's protection-worthy interest in excluding the data processing, and in particular data transfer.

§12 Place of jurisdiction and applicable law

The contractual relationship between the buyer and us shall be governed exclusively by the law of the Federal Republic of Germany, even if the buyer's residence or registered office is abroad. Applying the Uniform Law on the International Sale of Goods or the Law on the Formation of Contracts for the International Sale of Goods shall be excluded.



§13 Other

13.1 Verbal information about the installation, processing and possible applications of our products, technical advice and other information and advice are provided without obligation and to the exclusion of any warranty or liability.

13.2 Should any of these terms and conditions be ineffective for whatever reason, the effectiveness of the remaining terms and conditions shall not be affected thereby.

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