

General Terms and Conditions with Information for Customers

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1) Scope

- 1.1 The present General Terms and Conditions of GBZ Mannheim GmbH & Co. KG (hereinafter "Seller"), shall apply to all contracts concluded by a consumer or entrepreneur (hereinafter "Customer") with the Seller using means of distance communication (e.g. telephone, fax, e-mail, letter) exclusively through individual communication as defined in § 312j para. 5 sentence 1 BGB (Civil Code). The inclusion of the Customer's own terms and conditions is hereby objected to, unless agreed otherwise.
- 1.2 The present General Terms and Conditions shall apply accordingly to the purchase of vouchers, unless agreed otherwise.
- 1.3 Consumer as defined in the present General Terms and Conditions shall be any natural person entering into a legal transaction for purposes which cannot be predominantly attributed to their commercial or self-employed professional activity. Entrepreneur as defined in the present General Terms and Conditions is any natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction.

2) Conclusion of contract

- 2.1 The Customer may contact the Seller by telephone, fax, e-mail, post or via the contact form provided on the Seller's website, and request a non-binding offer. At the Customer's request, the Seller shall send the Customer a binding offer in text form (e.g. by e-mail, fax or letter) to sell the goods selected by the Customer in advance from the Seller's product range.
- 2.2 The Customer may accept this offer by means of a declaration of acceptance to be submitted to the Seller by telephone, fax, e-mail, post or via the online contact form provided on the Seller's website or by payment of the purchase price offered by the Seller within 7 (seven) days of receipt of the offer, not including the date of receipt of the offer for the purpose of calculating the time limit. The date of receipt of payment by the Seller shall be decisive for acceptance by payment. If the last day of the period for acceptance of the offer falls on a Saturday, Sunday or a public holiday recognized at the place of the Customer's registered office, the next working day shall take the place of such a day. If the Customer does not accept the Seller's offer within the aforementioned period, the Seller shall no longer be bound to his offer and can again freely dispose of the goods. The Seller shall point this fact out to the Customer specifically in his offer.

3) Right of revocation

- 3.1 Consumers are generally entitled to a right of revocation.
- 3.2 Further information on the right of revocation are available in the Seller's revocation instructions.
- 3.3 The right of revocation shall not apply to consumers who do not belong to a member state of the European Union at the time the contract is concluded and whose sole place of residence and delivery address is outside the European Union at the time the contract is concluded.

4) Prices and terms of payment

- 4.1 Unless otherwise stated in the Seller's product description, the prices quoted are total prices which include the statutory value added tax. Any additional delivery and shipping costs shall be indicated separately in the Seller's offer.

- 4.2 For deliveries to countries outside the European Union, additional 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 be incurred in relation to the transfer of funds even 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.
- 4.3 The payment option(s) will be communicated to the Customer in the Seller's offer.
- 4.4 If prepayment by bank transfer has been agreed, payment shall be due immediately after conclusion of the contract, unless the parties have agreed on a later due date.
- 4.5 If the payment method delivery against invoice is selected, the purchase price shall be due after the goods have been delivered and invoiced.
- 4.6 If the payment method purchase with invoice is selected, the purchase price shall be due after the goods have been delivered and invoiced. In this case, the purchase price shall be paid without deduction within 14 (fourteen) days of receipt of the invoice, unless agreed otherwise. The Seller reserves the right to offer the payment method purchase with invoice only up to a certain order volume and to reject this payment method if the specified order volume is exceeded. In this case, the Seller will inform the Customer in his payment information in the online shop about a corresponding payment restriction. The Seller furthermore reserves the right to carry out a credit check when the payment method purchase with invoice is selected and to reject this payment method in the event of a negative credit check.

5) Delivery and shipping conditions

- 5.1 Unless agreed otherwise, the goods shall be delivered by shipment to the delivery address indicated by the Customer.
- 5.2 If the transport company returns the shipped goods to the Seller because delivery to the Customer was not possible, the Customer shall bear the costs for the unsuccessful shipping. This shall not apply if the Customer is not responsible for the circumstance which led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless the Seller had given him notice of the service a reasonable time in advance. Furthermore, this shall not apply with regard to the costs for the outward shipment if the Customer exercises his right of revocation effectively. In the event that the Customer exercises his right of revocation effectively, the provision in the Seller's revocation policy shall apply with respect to the return shipment costs.
- 5.3 If the Customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the Customer as soon as the Seller has delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If the Customer acts as a consumer, the risk of accidental loss and accidental deterioration of the goods sold shall in principle only pass to the customer or a person authorized to receive the goods when

the goods are handed over. Deviating from this, the risk of accidental loss and accidental deterioration of the goods sold shall also pass to the Customer in the case of consumers as soon as the Seller has delivered the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment, if the Customer has commissioned the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment and the Seller has not previously designated this person or institution to the Customer.

- 5.4 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This shall only apply in the event that the non-delivery is not the fault of the Seller and the Seller has concluded a specific cover transaction with the supplier with due care. The Seller shall make all reasonable efforts to procure the goods. In case of non-availability or only partial availability of the goods, the Customer shall be informed immediately and the consideration shall be refunded immediately.
- 5.5 In the case of collection by the Customer, the Seller shall first inform the Customer by e-mail that the goods ordered by him are ready for collection. Upon receipt of this e-mail, the Customer may, after coordination with the Seller, collect the goods from the Seller's registered office. In this case no shipping costs will be charged.

6) Retention of title

- 6.1 In the case of consumers, the Seller shall retain title to the delivered goods until the purchase price owed has been paid in full.
- 6.2 With regard to entrepreneurs, the Seller shall retain title to the delivered goods until complete settlement of all claims arising from an ongoing business relationship.
- 6.3 If the Customer acts as an entrepreneur, he shall be entitled to resell the goods subject to retention of title in the ordinary course of business. All claims against third parties arising from this shall be assigned in advance by the Customer to the Seller in the amount of the respective invoice value (including value added tax). This assignment shall apply irrespective of whether the goods subject to retention of title have been resold without or after processing. The Customer shall remain authorized to collect the claims even after the assignment. The Seller's authority to collect the claims himself shall remain unaffected by this. However, the Seller shall not collect the claims as long as the Customer meets his payment obligations towards the Seller, is not in default of payment and no application for the opening of insolvency proceedings has been filed.

7) Liability for defects

If the purchased item is defective, the provisions of statutory liability for defects shall apply.

In deviation from this, the following shall apply:

7.1 If the Customer acts as entrepreneur,

- the Seller shall have right to choose the type of subsequent performance;
- in the case of new goods, the limitation period for defects shall be one year from the passing of risk;
- the rights and claims due to defects in used goods are generally excluded;
- the period of limitation shall not recommence if substitute delivery has been made within the scope of liability for defects.

7.2 If the Customer acts as a consumer, the following shall apply to used goods with the restriction of the clause below: claims for defects shall be excluded if the defect only occurs after expiry of one year from delivery of the goods. Defects that occur within one year of delivery of the goods can be asserted within the statutory period of limitation.

7.3 The limitations of liability and reduction of time limits provided for in the preceding clauses shall not apply

- to goods which have been used in accordance with their intended purpose for a building and have caused its defectiveness,
- for claims for damages and reimbursement of expenses on the part of the Customer, and
- in the case that the Seller has fraudulently concealed the defect.

7.4 In addition, the statutory limitation periods for the right of recourse according to § 445b BGB remain unaffected for entrepreneurs.

7.5 If the Customer acts as a merchant as defined in § 1 HGB (Commercial Code), he shall be subject to the commercial obligation to examine and give notice of defects pursuant to § 377 HGB. If the Customer fails to comply with the notification obligations provided for therein, the goods shall be deemed to have been approved.

7.6 If the Customer acts as a consumer, he is requested to complain to the deliverer about delivered goods with obvious transport damages and to inform the Seller about this. If the customer does not comply with this, this shall have no effect on his statutory or contractual claims for defects.

8) Liability

The Seller shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including tortious claims for damages and reimbursement of expenses as follows:

8.1 The Seller shall be liable for any legal reason without limitation

- in case of intent or gross negligence,
- in the event of intentional or negligent injury to life, limb or health,
- on the basis of a guarantee undertaking, unless agreed otherwise,
- due to mandatory liability such as under the Product Liability Act.

8.2 If the Seller negligently violates an essential contractual obligation, the liability shall be limited to the foreseeable damage typical for the contract, unless unlimited liability is assumed in accordance with the above clause. Essential contractual obligations shall be obligations which the contract imposes on the Seller in accordance with its content in order to achieve the purpose of the contract, the fulfilment of which is essential for the proper execution of the contract and the observance of which the Customer may regularly rely on.

8.3 Any further liability on the part of the Seller shall be excluded.

8.4 The above liability provisions shall also apply with regard to the liability of the Seller for his vicarious agents and legal representatives.

9) Exemption in case of infringement of third-party rights

If, according to the contents of the contract, the Seller does not only owe the delivery of the goods but also the processing of the goods according to certain specifications of the Customer, the Customer shall ensure that the contents provided to the Seller by him for the purpose of processing do not infringe any third-party rights (e.g. copyrights or trademark rights). The Customer shall indemnify the Seller against any claims by third parties which they may assert against the Seller in connection with an infringement of their rights through the contractual use of the Customer's contents by the Seller. The customer shall also bear any reasonable costs for the necessary legal defense, including all court and lawyer's costs in the statutory amount. This shall not apply if the Customer is not responsible for the infringement. The Customer shall be obliged to provide the Seller immediately, truthfully and completely with all information that is necessary for the examination of the claims and a defense in the case of a claim by third parties.

10) Applicable law, contract language

- 10.1 All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the laws governing the international sale of movable goods. In the case of consumers, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.
- 10.2 Furthermore, this choice of law shall not apply to consumers who do not belong to a member state of the European Union at the time the contract is concluded and whose sole place of residence and delivery address are outside the European Union at the time the contract is concluded.
- 10.3 The contract language shall be German.

11) Place of jurisdiction

If the Customer acts as a merchant, legal entity under public law or special fund under public law with 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 the place of business of the Seller. If the Customer is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the Customer's professional or commercial activity. In the aforementioned cases, however, the Seller shall in any case be entitled to appeal to the court at the Customer's place of business.

12) Alternative dispute resolution

- 12.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a contact point for out-of-court settlement of disputes arising from online sales or service contracts in which a consumer is involved.

- 12.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration body.