

General terms and conditions

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1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of iDTRONIC GmbH (hereinafter referred to as "Seller") shall apply to all contracts for the delivery of goods concluded by an entrepreneur (hereinafter referred to as "Customer") with the Seller using means of distance communication (e.g. telephone, fax, e-mail, letter) exclusively by individual communication. The inclusion of the Customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 These General Terms and Conditions shall also apply exclusively if the Seller executes the delivery to the Customer without any special reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these Terms and Conditions. Entrepreneur within the meaning of these General Terms and Conditions is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

1.4 Entrepreneurs within the meaning of these GTC are also public authorities or other institutions under public law if they act exclusively in accordance with private law when concluding the contract.

2) Conclusion of contract

The customer can send a non-binding request for an offer to the seller by telephone, fax, e-mail, letter or via an online contact form that may be available on the seller's website.

The Seller will send the Customer a binding offer for the sale of the goods previously selected by the Customer from the Seller's range of goods upon the Customer's request by e-mail, fax or letter. The Customer may accept this offer by submitting a declaration of acceptance to the Seller by fax, e-mail or letter or by paying the purchase price offered by the Seller within a reasonable acceptance period specified by the Seller in the offer, whereby the day of receipt of the offer shall not be included in the calculation of the period. For acceptance by payment, the date of receipt of payment by the Seller shall be decisive. If the last day of the period for acceptance of the offer falls on a Saturday, Sunday, or a general holiday recognized by the state at 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 by its offer and may again freely dispose of the goods.

3) Prices and terms of payment

3.1 The Seller's prices quoted are net prices and are exclusive of statutory value added tax. Packaging and shipping costs, loading, insurance (in particular transport insurance), customs duties and levies shall be charged separately, if applicable.

3.2 Various payment options are available to the Customer, which will be communicated to him in the Seller's offer.

3.3 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.

3.4 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.

3.5 If the payment method purchase on account is selected, the purchase price shall become due after the goods have been delivered and invoiced. In this case, the purchase price shall be paid within 7(seven) days of receipt of the invoice without deduction, unless otherwise agreed. The seller reserves the right to offer the payment method purchase on account only up to a certain order volume and to reject this payment method if the specified order volume is exceeded.

3.6 A payment shall be deemed received as soon as the equivalent amount has been crs. In the event of default of payment, the Seller shall

claim for default interest in the amount of 10 percentage points above the respective base interest rate. The remaining statutory rights of the seller in the event of a default in payment by the customer shall remain unaffected. If claims are overdue, incoming payments shall first be credited against any costs and interest, then against the oldest claim.

3.7 Should unforeseeable cost increases occur (e.g. currency fluctuations, unexpected price increases by suppliers, etc.), the Seller shall be entitled to pass on the price increase to the Customer. However, this shall only apply if the delivery is to be made later than four months after the conclusion of the contract as agreed.

4) Delivery and shipping conditions

4.1 The delivery of goods shall be made by dispatch to the delivery address specified by the customer, unless otherwise agreed.

4.2 The Seller shall be entitled to make partial deliveries insofar as this is reasonable for the Customer. In the event of permissible partial deliveries, the Seller shall also be entitled to issue partial invoices.

4.3 The seller reserves the right to withdraw from the contract in case of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the non-delivery and the Seller has concluded a specific covering transaction with the supplier with due diligence. The seller will make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately and the consideration will be refunded without delay.

5) Force majeure

In the event of events of force majeure affecting the performance of the contract, the Seller shall be entitled to postpone delivery for the duration of the hindrance and, in the event of longer-term delays, to withdraw from the contract in whole or in part, without this giving rise to any claims against the Seller

can be derived. Force majeure shall be deemed to be all events unforeseeable by the Seller or such events which - even if they were foreseeable - are beyond the Seller's control and the effects of which on the performance of the contract cannot be prevented by reasonable efforts of the Seller. Any statutory claims of the customer remain unaffected.

6) Delay of performance at the request of the customer

If shipment or delivery of the goods is delayed at the customer's request by more than one month after notification of readiness for shipment, the customer may be charged storage fees in the amount of 0.5% of the purchase price for each additional month or part thereof, but not more than a total of 5% of the purchase price. The contracting parties shall be at liberty to prove higher or lower damages.

7) Reservation of ownership

7.1 The Seller shall retain title to the delivered goods until the purchase price owed has been paid in full. Furthermore, the Seller retains title to the delivered goods until all its claims arising from the business relationship with the Customer have been satisfied.

7.2 In the event of processing of the delivered goods, the Seller shall be deemed to be the manufacturer and shall acquire ownership of the newly created goods. If the processing is carried out together with other materials, the Seller shall acquire ownership in the ratio of the invoice values of its goods to that of the other materials. If, in the event of the Seller's goods being combined or mixed with an item belonging to the Customer, the latter is to be regarded as the main item, co-ownership of the item shall pass to the Seller in the ratio of the invoice value of the Seller's goods to the invoice value or, in the absence of such, to the market value of the main item. In such cases, the customer shall be deemed to be the custodian.

7.3 The customer may neither pledge nor assign by way of security items subject to retention of title or reservation of rights. The customer shall only be permitted to resell the goods in the ordinary course of business as a reseller on condition that the customer has effectively assigned to the seller its claims against its customers in connection with the resale and the customer transfers title to its customer subject to payment. By concluding the contract, the customer assigns its claims against its purchasers in connection with such sales to the seller by way of security, and the seller accepts this assignment at the same time.

7.4 The Customer shall immediately notify the Seller of any access to the goods owned or co-owned by the Seller or to the assigned claims. He shall immediately pay to the Seller any amounts assigned to the Seller and collected by him, insofar as the Seller's claim is due.

7.5 To the extent that the value of Seller's security interests exceeds the amount of the secured

claims by more than 10%, the Seller shall release a corresponding share of the security interests at the Customer's request.

8) Liability for defects / warranty

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

8.1 An insignificant defect shall not constitute grounds for claims for defects and shall not entitle the customer to refuse acceptance of the goods. If a part of the goods has a not insignificant defect, this shall not entitle the customer to complain about the entire delivery. Something else shall only apply in the event that the partial delivery is of no interest to the customer. Furthermore, payments by the customer may only be withheld to an extent that is in reasonable proportion to the material defect that has occurred. If the item is provided free of charge, the seller shall only be liable for defects if he is guilty of intent or gross negligence.

8.2 Claims for defects shall not arise in the event of natural wear and tear or damage occurring after the passing of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials or as a result of special external influences which are not assumed under the contract. If the customer or third parties carry out improper modifications or repair work, there shall also be no claims for defects for these and the consequences arising therefrom, unless the customer can prove that the defect complained of was not caused by these modifications or repair work.

8.3 In the case of new goods, the limitation period for claims for defects shall be one year from delivery of the goods.

8.4 In the case of used goods, the rights and claims due to defects are excluded.

8.5 The above-mentioned limitations of liability and shortening of the period of limitation shall not apply to

- for items that have been used for a building in accordance with their customary use and have caused its defectiveness,
- for claims for damages and reimbursement of expenses of the customer,
- in the event that the Seller has fraudulently concealed the defect, and
- for the right of recourse according to § 445a BGB.

8.6 In the event of subsequent performance, Seller shall have the right to choose between repair or replacement.

8.7 If a replacement delivery is made within the scope of liability for defects, the limitation period shall not recommence.

8.8 If the supplementary performance has been carried out by way of replacement delivery, the Customer is obliged to return the goods delivered first to the Seller 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 allows the seller to assign the returned goods. As long as and insofar as the assignment of the return is not possible for reasons for which the customer is responsible, the seller is not obliged to accept returned goods and to repay the purchase price. The costs of a renewed shipment shall be borne by the customer.

8.9 If the Seller delivers a defect-free item for the purpose of subsequent performance, the Seller may claim compensation for use from the Customer pursuant to Section 346 (1) BGB. Other statutory claims shall remain unaffected.

8.10 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 duty of inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB). If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed approved.

9) Liability

he Seller 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:

9.1 The Seller shall be liable without limitation for any legal reason whatsoever

- 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, insofar as nothing else is regulated in this respect,
- on the basis of mandatory liability such as under the Product Liability Act.

9.2 If the Seller negligently breaches a material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless liability is unlimited in accordance with the preceding clause. Material 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 makes the proper execution of the contract possible in the first place and compliance with which the Customer may regularly rely on.

9.3 Otherwise, any liability of the Seller is excluded.

9.4 The above liability provisions shall also apply with regard to the Seller's liability for its vicarious agents and legal representatives.

10) Statute of Limitations

Claims of the Customer against the Seller shall become statute-barred - with the exception of the claims regulated under the item "Liability for Defects / Warranty" - in one year as of

knowledge of the facts giving rise to the claim, but no later than five years after the performance of the service, unless liability is unlimited in accordance with the above paragraph.

11) Retention, assignment

11.1 The Customer's rights of retention and rights to refuse performance shall be excluded unless the Seller does not dispute the underlying counterclaims or these have been legally established.

11.2 Any assignment by the customer of claims arising from the contract concluded with the customer, in particular an assignment of any defect claims of the customer, shall be excluded.

12) Special conditions for the processing of goods according to certain specifications of the customer

12.1 The Customer shall indemnify the Seller against claims of third parties which the latter may assert against the Seller in connection with an infringement of their rights by the contractual use of the Customer's content by the Seller. In this regard, the Customer shall also assume the necessary costs of legal defense, including all court and attorney's fees in the statutory amount. This does not apply if the customer is not responsible for the infringement. In the event of a claim by a third party, the customer is obliged to provide the seller immediately, truthfully and completely with all information necessary for the examination of the claims and a defense.

12.2 The Seller reserves the right to refuse processing orders if the content provided by the Customer for this purpose violates statutory or official prohibitions or offends common decency. This shall apply in particular to the provision of anti-constitutional, racist, xenophobic, discriminatory, offensive, youth-endangering and/or violence-glorifying content.

13) Applicable law, place of jurisdiction, contractual language

13.1 All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the laws on the international sale of movable goods.

13.2 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 the Seller's place of business. 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. The seller is in the above cases

however, entitled in any case to appeal to the court at the customer's place of business.

13.3 The contract language is English.