

**General Terms and Conditions of KLOTZ AIS GmbH
for privat customers and the online store at shop.klotz-ais.com**

§ 1 Scope and definitions

- 1.1 These General Terms and Conditions apply to all contracts concluded with us at shop.klotz-ais.com. Contractual conditions to the contrary or conditions of the customer that deviate from our General Terms and Conditions apply only where our express agreement is given.
- 1.2 “Consumers” within the meaning of these General Terms and Conditions are any natural persons that conclude a legal transaction for a purpose that cannot primarily be ascribed to their commercial or independent business activity.
- 1.3 “Entrepreneurs” within the meaning of these General Terms and Conditions are any natural persons or legal entities or partnerships with legal capacity that are engaged in trading with us at the time of conclusion of the contract as part of their commercial or independent business activity.

§ 2 Our products and services; conclusion of the contract

- 2.1 Our offers of products and services are exclusively aimed at persons of full age and capacity.
- 2.2 Our offers of products and services do not constitute a binding offer but are an invitation for customers to purchase.
- 2.3 An order placed by a customer constitutes a binding offer to conclude a sales contract. We are entitled to accept this offer within two working days. Acceptance constitutes an express declaration of acceptance to the customer or the delivery of the merchandise.
- 2.4 The automatically generated email to the customer which follows our receipt of the customer’s order does not constitute acceptance of the contract; it merely serves to inform the customer and fulfil our statutory duties to provide information.

§ 3 Delivery is made to the delivery address specified by the customer

- 3.1 Delivery is made to the delivery address specified by the customer.
- 3.2 If payment in advance is required, the delivery dates / times of performance depend on the customer’s payment immediately after concluding the contract of sale.
- 3.3 The merchandise will be delivered in a single consignment where possible. However, we are entitled to make part-deliveries and part-performance as far as reasonably acceptable for the customer.
- 3.4 Any delivery dates given do not constitute fixed dates unless we have expressly confirmed them as fixed dates.
- 3.5 In the event of delays in delivery that arise at our company or a sub-supplier/sub-contractor due to force majeure or circumstances equivalent to force majeure (e.g. currency, trade or governmental restrictions or regulations, industrial action, interruption of business operations such as fire, machinery faults, breakages, raw materials or energy shortages) we will be entitled to postpone delivery for the duration of the cause of the delay. Where the delay renders performance of the contract unacceptable for the customer, the customer may withdraw from the contract. In the case of long-term obstacles to performance we are entitled to withdraw from the contract.

§ 4 Non-availability of performance

- 4.1 All quotations are subject to punctual delivery to us by our suppliers. If the merchandise is not available because of failure by our suppliers to deliver the necessary supplies for unforeseeable reasons that were beyond our control, we have the right to withdraw from the contract. In this case we will inform the customer immediately that delivery is not possible and immediately refund the purchase price where applicable. This right only exists vis-à-vis consumers if we have concluded a concrete hedging transaction and were unexpectedly not supplied by the supplier.
- 4.2 Liability for compensation on the grounds on non-fulfilment is excluded where we have acted with neither gross negligence nor intent over the lack of availability. Liability for negligence precedent to the contract will remain unaffected.

§ 5 Prices and shipping

- 5.1 The prices quoted by us are including the shipping costs for delivery within Germany, including the applicable value added tax.

§ 6 Payment, payment terms and arrears

- 6.1 We only accept the methods of payment listed in our quotation of products/services.
- 6.2 We are entitled to send invoices exclusively by electronic means, provided that these comply with the requirements of VAT law.
- 6.3 Customers undertake to make payment in advance. In this case payment is due upon conclusion of the contract and receipt of the invoice or billing. We offer the following payment methods via PAYONE: Paypal, credit card, IMMEDIATE bank transfer, giro pay and Paydirekt.

§ 7 Right of retention and retention of title

- 7.1 Customers are entitled to exercise right of retention only where that their counterclaim is based on the same contractual relationship.
- 7.2 The merchandise delivered remain our property until payment has been made in full. In the event of recourse to the reserved merchandise by third parties, the customer will refer to our ownership and notify us immediately

§ 8 Requirement to give notification of defects, warranty

- 8.1 Customers that are entrepreneurs must conduct a mandatory inspection of the delivery for obvious defects. Complaints on the grounds of obvious defects must be made to us within one week of delivery of the goods to the customer. Concealed defects that are not identified in this immediate and careful inspection must be reported to us immediately upon their discovery and within one week of discovery at the latest. Timely dispatch of the complaint is sufficient for compliance with the deadline. After expiry of the stated deadline period, assertion of all warranty claims shall be excluded.
- 8.2 In the event of a defect, warranty is initially limited to provision of supplementary performance by us. We are entitled to carry out subsequent rectification and/or deliver a replacement merchandise at our own discretion. If we fail to fulfil this obligation within a reasonable period or if the subsequent rectification fails despite repeated attempts, the customer is entitled to a reduction in payment or to withdraw from the contract.
- 8.3 For customers that are entrepreneurs, the expiry period for warranty claims is one year from transfer of the goods except in cases where we acted with intent to deceive.
- 8.4 For customers that are consumers, the statutory warranty period applies.

§ 9 Liability

- 9.1 We accept liability for infringements of our obligations due to gross negligence or intent.
- 9.2 For customers that are entrepreneurs, our liability in cases of non-intentional actions is limited to the typical foreseeable damage at the time of conclusion of the contract. In cases of minor negligence we accept liability only in the case of infringement of material obligations, limited to the typical foreseeable damage at the time of conclusion of the contract. We accept no liability for other damage caused by minor negligence due to a defect of the goods. These limitations do not apply to injury to life, limb and health. Liability on the grounds of negligence precedent to the contract or under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by these limitations of liability.
- 9.3 For customers that are consumers, in cases of minor negligence we accept liability only in the case of infringement of material obligations, and limited to the typical foreseeable damage at the time of conclusion of the contract. We accept no liability for other damage caused by minor negligence due to a defect of the merchandise. These limitations do not apply to injury to life, limb and health. Liability on the grounds of negligence precedent to the contract or under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by these limitations of liability.
- 9.4 Irrespective of any negligence, we accept liability only in the event of concealment of a defect with intent to deceive or after the assumption of a warranty or undertaking. A manufacturer's warranty is a warranty issued by the manufacturer and does not constitute any assumption of warranty on our part.
- 9.5 We are also responsible for any impossibility of delivery that occurs incidentally during default, unless the damage or loss would have occurred even in the event of timely delivery.
- 9.6 Where liability for compensation against us is excluded or restricted, this shall also apply with respect to personal liability for damages of our permanent staff, employees, associates, representatives and vicarious agents.

§ 10 Concluding provisions

- 10.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 10.2. If the customer is a businessperson, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contractual relationship is agreed as Munich.
- 10.3. If any provisions in this contract are or become wholly or partly invalid, the validity of the remaining provisions or clauses shall be unaffected.