



General Terms and Conditions of Business status: 01.07.2017

Section 1 Scope of Application

(1) The following General Terms of Sale (hereinafter referred to as "TOS") govern all contracts on the goods of the Seller, entered between the Seller,

Martin Special Technics GmbH

legally represented by Mr. Jörg Martin

Fritz-Hopf-Straße 10, 86720 Nördlingen

Registry Court: Nördlingen Local Court

VAT identification no.: DE 813279741

Nördlingen HRB 18732

and the buyer, hereinafter referred to as the Customer. The TOS apply regardless of whether the Customer is a consumer, an entrepreneur or a trader.

(2) These TOS are an integral part of all contracts which the Seller concludes with his customers for the supply of goods or services offered by the Seller. They shall also apply for any future services, deliveries or offers to the Customer, even if they are not separately agreed upon again.

(3) It is essential that there is a valid version of the TOS each time a contract is signed.

(4) Terms and conditions of the Customer or third parties shall not apply even if the Seller does not separately dispute their applicability in the individual case. Even if the Seller refers to a letter which includes terms and conditions of the Customer or any third party, or makes mention of such, this shall not constitute an agreement to the applicability of such terms and conditions.

Section 2 Offer and Contract Conclusion

(1) Any offers of the Seller shall remain without obligation and non-binding, unless they are expressly marked as binding or include a certain period for acceptance.

(2) The information of the Seller on the subject of the delivery or the provision of services (e.g. weights, dimensions, utility values, load capacities, tolerances and technical data) as well as technical materials provided by the Seller (e.g. drawings and diagrams) are only approximately relevant, unless its applicability for the purpose, stipulated in the contract, requires exact conformity. Such information shall not be considered as a guaranteed quality requirement, but rather as descriptions or characterizations of the delivery or service. Commercial deviations and deviations required by legal regulations or representing technical improvements, including the replacement of components by equivalent parts, shall be permitted as far as they do not impair the purpose intended in the contract.

(3) By sending an order to the Seller by fax or phone, the Customer submits a legally binding request/offer. The Customer is bound by the order for a period of two weeks after the date of the placement of the order - the date of the fax receipt by the Seller or the taking of the order over the phone by the Seller being decisive. The right of the Customer to revoke the order, if necessary, according to Section 3, remains unaffected.

(4) The Seller shall confirm immediately in writing the receipt of the order of the Customer, submitted by fax or phone. Such a confirmation is not a binding acceptance of the order, unless a written confirmation stipulates the receipt and the acceptance of the order at the same time.

(5) A contract is only deemed to be concluded when the Seller accepts the order of the Customer on the basis of a declaration of acceptance or the delivery of the ordered products.

(6) Should the delivery of the ordered goods be impossible, for example because the relevant goods are not in stock, the Seller will refrain from a declaration of acceptance. In this case a contract is not concluded. The Seller will inform the Customer immediately and will refund any already received payment without delay.

(7) Solely decisive for the legal relationship between the Seller and the Customer is the Contract concluded in writing, including these general Terms of Sale. It completely reflects all covenants between the contracting parties relating to the object of the contract. Verbal promises of the Seller prior to the conclusion of this Contract shall have no legally binding force and verbal agreements of the contracting parties shall be replaced by the written contract, unless it is expressly stated by each party that they shall remain in force.



(8) Any amendments and modifications of the agreements reached between the parties, including these general Terms of Sale, shall only be effective in writing. With the exception of managing directors or authorized signatories, the employees of the Seller shall not be entitled to make any oral agreements deviating from this provision. For the fulfilment of the written form requirement, the transmission by telecommunication, in particular by telefax or email, shall be sufficient, provided that the copy of the signed declaration is forwarded as well.

(9) The Seller reserves the ownership and copyright of any offers and quotes submitted by the Seller, including drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and auxiliary means provided to the Customer. The Customer shall not be entitled to make these items accessible to third parties, neither as such nor with regard to their content, to publish them, use or reproduce them or allow their use or reproduction by third parties without the express approval of the Seller. Upon request of the Seller, the Customer shall fully return these items to the Seller and destroy any copies made, if the Customer no longer needs them in his ordinary course of business, or if negotiations do not result in the conclusion of a contract.

Section 3 Right of Withdrawal

(1) If the Customer is a consumer (i.e. a natural person, who makes the order for a purpose that can neither be attributed to a commercial nor an independent professional activity), the Customer is entitled to the right of withdrawal in accordance with the statutory provisions.

(2) Should the Customer use his right of withdrawal as a consumer pursuant to item (1), the Customer has to bear the usual cost for returning the goods.

(3) Otherwise, the provisions that are stipulated below in detail shall be applicable for the right of withdrawal.

Cancellation Policy

Right of Withdrawal

The Customer has the right to withdraw from this Contract within fourteen days without giving a reason.

The withdrawal time-limit is fourteen days from the date on which the Customer, or a third party named by the Customer, other than the carrier, took possession of the goods. In order to exercise the right of withdrawal, the Customer must notify the Seller by means of a clear declaration (sent e.g. by post, fax or email) to Martin Special Technics GmbH, represented by Mr. Jörg Martin, Fritz-Hopf-Straße 10, 86729 Nördlingen, tel.: 09081 80970, fax: 09081 / 8097 – 400, email: info@martin-st.de on the decision to withdraw from this Contract.

To meet the withdrawal time-limit, it suffices if the Customer sends the notification of exercising the right of withdrawal prior to the expiry of the withdrawal time-limit.

Consequences of Withdrawal

In the event of a withdrawal from this Contract by the Customer, the Seller shall, without delay and at the latest within fourteen days from the date on which the notification of withdrawal was received from the Customer, repay all payments which he receives from the Customer including the delivery costs (with the exception of the additional costs arising from the fact that the Customer selected a different, cheapest standard way of delivery, other than that offered by the Seller). This repayment shall be made by the Seller using the same method of payment that the Customer used for the original transaction, unless it was explicitly agreed otherwise with the Customer; under no circumstances shall the Customer be charged fees because of this repayment. The Seller may withhold the repayment until the receipt of the returned goods, or until the provision of the proof that the Customer has sent back the goods, whichever is the earlier.

The Customer has to return the goods without delay and, in any event, no later than fourteen days from the date on which the Customer notified the Seller of the withdrawal from this Contract. The deadline is met subject to the Customer sending the goods back before the deadline of 14 days expires.

The Customer shall bear the direct costs for returning the goods.

The Customer only needs to pay for any diminished value of the goods if this loss of value is due to unnecessary handling for the purpose of ascertaining the condition, characteristics and functioning of the goods or these were damaged.

- End of Withdrawal Policy -

(4) The right of withdrawal does not apply to distance contracts

(a) for the delivery of goods which have been produced and delivered according to Customer specifications or which are clearly tailored to personal needs or which are not suitable for a return due to their condition or can spoil quickly or whose expiration date has been exceeded.

(b) for the delivery of audio or video recordings or software, if the data carriers have been unsealed.



Section 4 Prices and Payment

(1) All quotations by the Seller include gross prices inclusive of statutory Sales Tax and do not include applicable shipping costs, legally applicable VAT, customs duties and fees for export deliveries and other official charges. The prices are quoted in EURO ex works. The prices apply to the services and delivery scope listed in the order confirmations. Additional or special services will be charged separately. The Seller reserves the right for final calculation of the cost.

(2) The Seller is entitled at any time, also within the framework of the current business relationship, to carry out a delivery, wholly or partially, only against prepayment. A corresponding proviso will be explained to the Customer with the order confirmation at the latest.

(3) Insofar as the agreed prices are based on the list prices of the Seller and the delivery is not to take place until after more than four months following the signature of the contract, the Seller's list prices valid at the time of the delivery shall apply (in each case, less an agreed percentage or fixed discount).

(4) Invoices are to be paid immediately without any deductions, unless otherwise agreed in writing. For the date of payment, receipt by the Seller shall be decisive. Cheques shall only be valid as payment after they have been cleared. If the Customer does not pay on maturity, interest in the amount of 5% p.a. above the discount rate of the German Central Bank shall have to be paid on the outstanding amounts as of the maturity date; claims for higher interest and further damages in the event of default shall remain unaffected.

(5) The set-off against counterclaims of the Customer or the retention of payment due to such claims shall only be permissible insofar as the counterclaims are undisputed or legally binding.

(6) The Seller is entitled to effect outstanding deliveries or services only against advance payment or security deposit if, after conclusion of the contract, the Seller gains knowledge of circumstances which considerably reduce the Customer's creditworthiness and on account of which the payment of the Seller's outstanding claims from the respective contractual relationship (including those from other individual orders subject to the same framework agreement) by the Customer is put at risk.

Section 5 Delivery and Lead Time

(1) Deliveries are made ex works.

(2) Deadlines and dates for deliveries and services envisaged by the Seller are always considered to be only approximate, unless a fixed deadline or a fixed date is expressly promised or agreed. If shipment is agreed, delivery lead times and dates refer to the time of handing over to the forwarder, carrier or other third party contracted for the transport.

(3) The Seller may - without prejudice to its rights arising from default of the Customer - demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates for the period in which the Customer fails to comply with the contractual obligations towards the Seller.

(4) The Seller is not liable for any inability to deliver or for delays in delivery due to force majeure or other events unforeseen at the time of the conclusion of the contract (e.g. breakdowns of any kind, difficulties in obtaining materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary regulatory approvals, governmental actions or missing, incorrect or late delivery by suppliers) for which the Seller is not responsible. If such events significantly complicate or make impossible the provision of the services or the delivery by the Seller, and such circumstances are not just of a temporary nature, the Seller is entitled to withdraw from the contract. In case of impediments of a temporary nature the delivery or performance periods shall be extended or delivery or performance dates shall be postponed by the period of impediment plus a reasonable start-up period. Insofar as the Customer cannot be expected to take delivery or accept service due to the delay, the Customer may cancel the contract by immediate notification in writing to the Seller.

(5) The Seller shall be entitled to make partial deliveries if he gives advance notification thereof and

- the partial delivery can be used by the Customer within the scope of the intended purpose stipulated in the contract,
- the delivery of the remaining ordered goods has been ensured, and
- the Customer does not incur any considerable extra work or additional costs (unless the Seller agrees to assume such costs).

(6) If the Seller is in default with a delivery or service or if it becomes impossible for the Seller to effect delivery or provide a service, for whatever reason, the Seller's liability for damages shall be limited in accordance with Section 8 of these General Terms of Sale.

Section 6 Place of Performance, Dispatch, Packaging, Transfer of Risk, Acceptance

(1) Place of performance for all contractual obligations shall be Fritz-Hopf-Straße 10, 86720 Nördlingen, unless agreed otherwise. Should the Seller also be obliged to carry out the installation, the place of performance will be where the installation is required.

(2) The mode of dispatch and packaging are subject to the Seller's due discretion.

(3) The risk shall pass to the Customer at the latest upon the transfer of the delivery item (the beginning of the loading process being decisive) to the forwarder, carrier or other third party entrusted with the dispatch. This shall also apply if partial deliveries are effected or if the Seller has agreed to provide other services as well (such as dispatch or installation). If dispatch or transfer



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is delayed due to a circumstance caused by the Customer, the risk shall pass to the Customer from the day on which the Seller is ready to dispatch the object of delivery and has notified the Customer thereof.

(4) Cost of storage, after the passing of the risk, shall be borne by the Customer. In the event of storage by the Seller, the cost of storage will amount to 0.25% of the amount of the invoice for the delivery items to be stored per completed week. The right to claim and prove further or lower storage cost is reserved.

(5) The Seller will only insure the shipment against theft, breakage, transport damage, damage caused by fire and water or other insurable risks at the express request of the Customer and at his own expense.

(6) In the case of a sale by delivery to a place other than the place of performance the Customer shall bear the transportation costs. The transportation costs actually incurred in each individual case will be invoiced. Any customs duties, fees, taxes and other official charges shall be paid by the Customer.

(7) Insofar as an acceptance has to take place, the object of sale shall be deemed to be accepted if

- the delivery and, as long as the Seller also owns the installation, the installation has been completed,
- the Seller notified the Customer thereof referring to the fictitious acceptance according to this Section 6 (7) and requested the Customer to accept the delivery,
- twelve working days have passed since the delivery or installation or the Customer has started using the purchased item (put the delivered system into operation, for example) and in this case six working days have passed since the delivery or installation and
- the Customer has refrained from the acceptance within this time period due to a reason other than a defect notified to the Seller which significantly impairs or makes impossible the use of the object of sale.

Section 7 Warranty, Material Defects

(1) Unless otherwise provided herein, the rights of the Customer with regard to material or legal defects (including wrong or short delivery, incorrect assembly or faulty assembly instructions) shall be subject to the statutory provisions. In all cases, the statutory provisions regarding final delivery of goods to consumers shall remain unaffected (supplier recourse according to Sections 478, 479 German Civil Code).

(2) The basis of the Seller's liability for defects is, above all, the agreement reached with regard to the requirements as to the quality of the goods. Product descriptions which are provided to the Customer prior to the order and designated as such or included in the contract in the same way as these TOS will apply as the agreement on the quality requirements.

(3) If the quality requirements were not agreed, a relevant statutory regulation shall apply for ascertaining whether a defect is present or not (Section 434, Para. 1, Sent. 2 and 3 German Civil Code). The Seller shall assume no liability for public statements of the vehicle manufacturer or other third parties (e.g. advertising statements).

(4) The warranty period is one year from the delivery or, if acceptance is required, from the acceptance.

(5) The delivered items have to be carefully inspected immediately upon delivery to the Customer or to a third party designated by the Customer. With regard to obvious defects, or other defects which would have been obvious in an immediate careful examination, they shall be regarded as being approved by the Customer if the Seller does not receive a written notice of defects within seven working days after delivery. With regard to other defects the delivered goods shall be deemed approved by the Customer if the notice of defects is not received by the Seller within seven working days after the defect was identified; if the defect was already identified by the Customer at an earlier date under normal use, though, such earlier point in time shall be considered as the beginning of the complaint period. Upon request of the Seller, any object of delivery with which the Customer was not satisfied must be sent back to the Seller carriage paid. In case of a justified letter of complaint the Seller shall reimburse the cheapest shipping costs; this shall not apply if the costs increase because the object of delivery is located at a place other than the place of intended use.

(6) In case of material defects of the delivered items the Seller shall be obliged and entitled, within a reasonable period of time, to make a decision as to whether to first repair or deliver substitutes at the Seller's choice. In case of failure, i.e. impossibility, unacceptability, rejection or inappropriate delay of the repair or substitute delivery the Customer shall be entitled to withdraw from the contract or to reduce the purchase price accordingly.

(7) If a defect is due to the fault of the Seller, the Customer may demand compensation under the conditions specified in Section 9.

(8) In the event of defects of components of other manufacturers (e.g. vehicle manufacturer) which could not be eliminated by the Seller due to licencing or actual reasons, the Seller, at his choice, will make warranty claims against the manufacturers and suppliers on behalf of the Customer or assign the same to the Customer. In the event of such defects, warranty claims against the Seller shall only exist subject to the other conditions and in accordance with these General Terms and Conditions of Sale if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers is unsuccessful or pointless, e.g. because of insolvency. For the duration of the litigation the limitation of the relevant warranty claims of the Customer against the Seller shall be suspended.

(9) The warranty is void:

1. if the Customer modifies the delivered goods without the consent of the Seller or has them modified by third parties and the removal of defects is thus impossible or unreasonably difficult; in any case the Customer has to bear the additional costs for the rectification of the defects incurred due to the modification



2. in the event of contrary-to-contract or improper use and installation of the delivered items by the Customer, in particular during commissioning or operation of the delivered items contrary to the manufacturer's or Seller's specifications
3. in the event of the non-observance of the maintenance and service intervals specified for the delivered item.

(10) A delivery of used items agreed with the Customer in an individual case shall be effected excluding any kind of warranty for material defects, provided the Customer is not a consumer.

Section 8 Proprietary Rights

(1) Unless expressly agreed otherwise, the Seller is obliged to provide the services only in the country of the place of performance free of industrial property rights and copyrights of third parties (hereinafter referred to as "proprietary rights"). If a third party asserts justified claims against the Customer due to the infringement of the proprietary rights by means of services provided by the Seller, the Seller is liable to the Customer within the time limit specified in Section 7 (4) as regulated below.

(2) The Seller shall, at his discretion and at his expense, obtain a right of use for the services in question, modify it in such a way that the proprietary right is not infringed or exchange the goods. If the Seller is unable to do so on reasonable terms, the Customer is entitled to the statutory right of rescission or reduction of rights. The duty of the Seller to pay damages is governed by Section 9.

(3) The aforementioned obligations only exist if the Customer immediately informs the Seller in writing of the claims asserted by third parties, has not recognized an infringement, and the Seller reserves all defence measures and comparative negotiations.

(4) The claims of the Customer are excluded insofar as the latter is exclusively responsible for the infringement of the intellectual property rights.

(5) Claims by the Customer are also excluded as far as the infringement of the intellectual property rights is caused by his special requirements, by an application which was not foreseeable by the Seller or by the unauthorized subsequent modification of the service by the Customer.

(6) Further claims against the Seller or his sub-contractors, or claims for performance other than those regulated in this Section 8, for defect of title are excluded.

(7) The Seller shall claim unlimited rights to patentable results which the employees of the Seller obtain in connection with the contractual obligations and / or within the scope of the performance in accordance with the offer and register his proprietary rights in his own name as well as notify the Customer thereof without delay. These proprietary rights are exclusive to the Seller. The Seller shall bear the costs incurred.

(8) The Seller ensures by appropriate agreements that he can dispose of inventions of his employees.

(9) Inventions made jointly by employees of the Seller and employees of the Customer within the scope of the performance in accordance with the offer shall be invoked unrestrictedly by the contracting parties vis-à-vis their employees and jointly registered for industrial property rights in the name of the Seller and the Customer. The parties to the contract will inform each other without delay and mutually agree on the respective inventor's shares and shall keep the results of this agreement in writing. Such proprietary rights shall be shared by the contracting parties. The costs incurred shall be borne by the contracting parties according to their inventor shares.

(10) If the Seller or the Customer does not wish to register a patent pursuant to para. (1) or (3), he shall notify the other contracting party accordingly.

Section 9 Liability for Damages based on Fault

(1) The Seller's liability for damages due to any legal reasons, in particular because of the impossibility of performance, default, defective or wrong delivery, breach of contract, breach of duties in contract negotiations or unlawful act, shall be restricted according to the provision of this Section 9.

(2) The Seller is not liable in the event of simple negligence of its agents, legal representatives, employees or sub-contractors, unless a breach of essential contractual obligations is involved. Essential contractual obligations are to timely deliver and install the delivered item free from faults that may to more than an inconsiderable degree impair its functionality or suitability for use, including consulting services, safety and duty to exercise proper care which will allow the Customer to use the delivered item as contractually intended, taking into consideration the health and safety of Customer's personnel and protection of property from significant damages.

(3) To the extent that the Seller is liable for damages according on the merits of Section 8 (2), this liability shall be limited to damages which the Seller had foreseen as a possible consequence of a contract violation when the contract was concluded or which the Seller should have foreseen with due diligence. Indirect damages and consequential damages resulting from defects of the delivered item shall only be replaceable if such damages are typically expected when the delivered item is used appropriately.

(4) In the event of liability for simple negligence the Seller's duty of replacement due to material damage and any resulting financial damages shall be limited to an amount of EUR 100,000 per claim (in accordance with the current coverage of its product liability insurance or liability insurance), even if a breach of essential contractual obligations is involved.



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(5) The above exclusions and limitations apply to the same extent to the benefit of the agencies, legal representatives, employees and other sub-contractors of the Seller.

(6) To the extent that the Seller provides technical information or advice and this information or advice is not part of the due and contractually agreed scope of services, this shall take place free of charge and upon exclusion of any liability.

(7) The restrictions of this Section 9 shall not apply for the Seller's liability for willful conduct, for guaranteed quality features, for injuries to body or damage to health or under the Product Liability Act.

Section 10 Reservation of Property Rights

(1) Until full payment of all debts owing and accruing according to the contract and an existing business relationship (secured receivables) the Seller retains property rights on the sold goods.

(2) Before full payment of the secured receivables the goods under conditional sale may neither be pledged to third parties nor transferred as security. The Customer must notify the Seller in writing without delay if a request is made to open insolvency proceedings, or the goods belonging to the Seller were accessed by third parties (e.g. seizure).

(3) In the event of breach of contract by the Customer, in particular the non-payment of the purchase price due, the Seller is entitled to withdraw from the contract according to legal regulations and/or to demand the goods back on the basis of the reservation of the property rights. The demand for return does not automatically mean a declaration of withdrawal; rather the Seller is entitled to reclaim the goods and to reserve the withdrawal. Should the Customer fail to pay the purchase price due, the Seller may assert these rights only if the Customer previously failed to pay within a reasonable deadline that was set for payment or such a time limit may be dispensable according to the statutory provisions.

(4) The Customer, until revocation according to paragraph (c) below, is authorized to resell and/or process the goods under reservation of property rights in the normal course of business. In this case the following provisions apply in addition.

(a) The reservation of property rights shall also apply to goods resulting from processing, mixing or combining of the Seller's goods in their full amount, where the Seller is considered as manufacturer. If third party ownership rights are created as a result of the processing, mixing or combination with goods of third parties, the Seller shall be granted a co-ownership in the newly created products in the ratio of the invoiced value of these processed, mixed or combined goods. Apart from that the same shall apply to the resulting product as to the goods delivered under reservation of property rights.

(b) Already now the Customer assigns the claims against third parties arising from the resale of the goods or products by way of security to the Seller as a whole or in the amount of the Seller's entitled joint ownership in accordance with the preceding paragraph. The Seller shall accept the assignment. The obligations of the Customer referred to in Para. 2 will also apply with respect to the assigned claims.

(c) The Customer shall retain the right to collect the receivables together with the Seller. The Seller undertakes not to collect the receivables as long as the Customer meets his payment obligations to the Seller, no deficiency of the Customer's capacity exists and the Seller does not claim the reservation of title by exercising a right pursuant to Paragraph 3. Should this be the case, the Seller may demand that the Customer notifies him of the assigned receivables and their debtors, provides all information required for collection, hands over the associated documentation and notifies the debtors (third parties) of the assignment. Furthermore the Seller is entitled in this case to revoke the authority of the Customer for further resale and processing of the goods under reservation of property rights.

(d) Should the realizable value of the securities exceed the claims of the Seller by more than 10%, the securities released shall be at the discretion of the Seller.

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Section 11 Storage and Storage Costs

(1) Items ordered by the Customer shall be delivered free. Receipt shall be acknowledged without accepting responsibility for the correctness of the delivered amounts and the undamaged condition of the supplied goods. In the event of the delivery of larger goods lots the costs of the Seller associated with the inspection of the quantity and storage shall be reimbursed by the Customer. There is no inspection requirement.

(2) Templates, raw materials, goods, packaging and other items intended for re-use, including semi-finished and finished products, are only stored in accordance with prior agreement and subject to a special allowance for costs and expenses incurred by the Seller, at the risk of the Customer, beyond the date of delivery. Otherwise they must be collected without delay. Should these stored items be insured, the Customer must provide for such insurance at his own expense.

(3) The Seller shall be liable for damage or loss of such goods during storage according to Section 9.

Section 12 Return of Packaging Material

(1) Packaging will be taken back by the Seller only subject to a legal requirement.



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(2) Packaging will only be returned immediately upon delivery of the goods, in the event of subsequent deliveries only after prior notification and provision. The returned packaging must be clean, free of foreign substances and sorted according to type and quality. Otherwise the Seller is entitled to demand from the Customer the additional costs incurred.

(3) A return of the packaging material is only possible after prior agreement with the Seller either by a delivery to the Seller's premises or to a location of acceptance/collection specified by the Seller.

(4) The transportation costs shall be borne by the Customer. If additional costs arise on account of a delivery of the goods to a location of acceptance/collection, compared to the return of packaging material to the premises of the Seller, they shall be borne by the Seller.

Section 13 Data Protection Guideline

In order to process the Customer order, the Seller shall collect, process and use personal data of the Customer, in particular the contact details of the Customer, as well as the email address of the Customer if this is specified. For the purpose of a credit check the information on the Customer (e.g. a so-called score value) from external service providers will be used for making a decision on the method of payment. The information also includes data on the address of the Customer.

Section 14 Concluding Provisions

(1) If the Customer is a trader, a legal entity under public law or a public special asset, or has no general jurisdiction in the Federal Republic of Germany, the court of jurisdiction for any disputes arising from the business relationship between the Seller and the Customer will be in Nördlingen (post code 86720). For claims against the Seller, though, Nördlingen (post code 86720) is the exclusive jurisdiction in these cases. Mandatory statutory provisions on exclusive jurisdiction shall remain unaffected by this provision.

(2) The relations between the Seller and the Customer are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) If the contract or these General Terms of Sale contain loopholes, the legally valid provisions which the parties would have agreed on according to the economic objectives of the contract and the purpose of these General Terms of Sale if they had known about the loophole are deemed to have been agreed to fill these loopholes.

Updated and published 01.07.2017