

GENERAL TERMS AND CONDITIONS

OF ZENDER GERMANY GMBH FOR THE ONLINE SHOP

1. Scope of application

The following General Terms and Conditions apply to all orders placed by entrepreneurs via our online shop.

“Entrepreneurs” are natural or legal persons or partnerships with legal capacity who/which, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity.

If entrepreneurs use conflicting or supplementary general terms and conditions, we hereby object to their validity; they shall only become part of the contract if we have expressly agreed to them.

2. Contractual partner, conclusion of contract, correction options

The purchase contract is concluded with Zender Germany GmbH, Wersener Landstraße 80, 49076 Osnabrück, Germany.

The representation of the products in the online shop does not constitute a legally binding offer, but rather a non-binding online catalogue. You can initially place our products in the shopping basket without obligation and correct your entries at any time before submitting your binding order by using the correction aids provided and explained for this purpose in the ordering process. By clicking the order button, you submit a binding offer for the goods contained in the shopping basket. Confirmation of the receipt of your order is sent by e-mail immediately after you send the order.

We accept your offer within two days

- ↘ by issuing a notice of acceptance in a separate e-mail or
- ↘ by having the goods delivered or,

- if applicable, by having our service provider or the selected payment service provider carry out the payment transaction. The time of execution of the payment transaction depends on the payment method selected (see under "Payment").

The alternative that is relevant for you depends on which of the events listed above occurs first.

3. Contract language, contract text storage

The language available for the conclusion of the contract is German.

We store the text of the contract and send you the order data and our General Terms and Conditions in text form. The contract text is no longer accessible via the Internet.

4. Terms of delivery

Shipping costs may be incurred in addition to the stated product prices.

Additional information on possible shipping costs can be found in the individual offers.

We only deliver by mail order. Unfortunately, it is not possible to collect the goods yourself.

We do not deliver to packing stations.

Delivery "ex works" (EXW according to Incoterms 2010) is agreed, unless otherwise expressly agreed. This also applies to partial deliveries and partial services which we provide, insofar as we are entitled to provide partial services and partial deliveries.

5. Prices and payment

Prices are ex works, excluding packaging, loading, transport and possible customs duties, in euros, unless otherwise agreed. The prices quoted are exclusive of any value added tax at the respective statutory rate.

In our shop, you may always choose "advance payment" as a payment method: If you choose advance payment, we will provide you with our bank details in a separate e-mail and deliver the goods after receipt of payment.

6. Retention of title

The goods remain our property until full payment has been received. We retain title to the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the goods subject to retention of title in the ordinary course of business; you assign to us in advance all claims arising from this

resale – irrespective of any combination or mixing of the goods subject to retention of title with a new item – in the amount of the invoice amount, and we accept this assignment. You remain authorised to collect the claims, but we may also collect claims ourselves should you fail to meet your payment obligations. We shall release the securities to which we are entitled at your request to the extent that the realisable value of the securities exceeds the value of the open claims by more than 10 %.

7. Transport damage

The risk of accidental loss and accidental deterioration shall pass to you as soon as we have delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

8. Content of the contract

Unless expressly agreed otherwise, we are not obliged to assemble and install goods, to advise you or to train or instruct you. § 434 (2) of the German Civil Code (BGB) is waived. If we nevertheless provide such services on the basis of a separate agreement, these services may be invoiced separately by us..

9. Warranty and guarantees

Unless expressly agreed otherwise below, the statutory law on liability for defects shall apply.

The following limitations and reductions of deadlines shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health
- in the event of intentional or grossly negligent breach of duty or fraudulent intent
- in the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the scope of any agreed guarantee promise, or
- insofar as the claims fall within the scope of application of the Product Liability Act.

Only our own specifications and the manufacturer's product descriptions included in the contract shall be deemed to be an agreement on the quality of the goods; we shall not accept any liability for public statements made by the manufacturer or other advertising statements. The limitation period for claims for defects in newly ma-

nufactured goods is one year from the transfer of risk. The sale of used goods takes place under exclusion of any warranty. The statutory limitation periods for the right of recourse according to § 445a BGB remain unaffected.

Among merchants, the obligation to inspect and give notice of defects regulated in § 377 of the German Commercial Code (HGB) shall apply. If you fail to give notice as regulated therein, the goods shall be deemed to have been approved, unless the defect could not be detected during the inspection. This does not apply if we have fraudulently concealed a defect.

10. Guarantees and customer service

Information on any additional guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop.

11. Liability

For claims based on damage caused by us, our legal representatives or vicarious agents, we shall always be liable without limitation

- in the event of injury to life, limb or health,
- in the event of intentional or grossly negligent breach of duty,
- in the event of any agreed guarantee promises, or
- insofar as the claims fall within the scope of application of the Product Liability Act.

In the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations), due to slight negligence on our part, on the part of our legal representatives or vicarious agents, the amount of liability shall be limited to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.

In all other respects, claims for damages are excluded.

12. Final provisions

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of performance, payment and fulfilment for all obligations arising from the business relationship is the registered office of our company.

You only have a right of set-off if your counterclaims have been legally established or are ready for a decision, otherwise also if the counterclaims have not been disputed or acknowledged by us. You may only exercise a right of retention if your counterclaim is based on the same contractual relationship.

If you are a merchant within the meaning of the German Commercial Code, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you shall be our registered office.

Zender Germany GmbH



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