

General Terms and Conditions of Sale of GÜHRING KG Status January 2024

§ 1 General

- (1) These General Terms and Conditions of Sale will apply in their respective current version as a framework agreement for all contracts, such as purchase contracts, service contracts, contracts for work and services as well as legal transactions of a related nature, as well as for future contracts which, however, do not concern software or hard metal scrap.
- (2) These General Terms and Conditions of Sale apply to commercial transactions with consumers, entrepreneurs, legal entities under public law and special funds under public law.
- (3) (a) The customer is a consumer insofar as the purpose of the ordered goods cannot be predominantly attributed to his commercial or independent professional activity.
(b) On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or independent professional activity.
(c) The issuer is the named company using these General Terms and Conditions of Sale.
- (4) These terms and conditions of sale apply exclusively. They can be viewed on the issuer's homepage at <https://guehring.com/>. The issuer does not recognise any terms and conditions of the customer that conflict with or deviate from or supplement the terms and conditions of sale, unless he has expressly agreed to their validity in writing. These General Terms and Conditions of Sale will also apply if the issuer, being aware of terms and conditions of the customer that conflict with or deviate from the issuer's Terms and Conditions of Sale, performs the delivery or service to the customer without reservation.
- (5) All agreements made between the issuer and the customer for the purpose of implementing these General Terms and Conditions of Sale are set out in these terms and conditions. Additions, amendments or side agreements require the written confirmation of the issuer in order to be valid.
- (6) In the context of the General Terms and Conditions of Sale, "written" means text form within the meaning of § 126 b of the Civil Code (CC), unless otherwise provided. Text form will be deemed to include, for example (hereinafter "e.g."), fax and remote data transmission, such as email, supplier portal, EDI, etc., but not telephone calls and instant messaging.

§ 2 Conclusion of contract

- (1) Unless expressly stated otherwise, offers made by the issuer are subject to change without notice and are non-binding. The order placed by the customer is a binding offer. This offer may be accepted by the issuer with respect to a business customer within two (2) weeks in writing, e.g. by order confirmation, or implicitly, e.g. by delivery of the goods. On acceptance of the offer, the contract will be concluded. The issuer's order confirmation is decisive for the content of the contract.
- (2) The regulations contained in this paragraph apply to the conclusion of contracts with consumers through the DIANOZ online shop (<https://dianoz.com/>):
 - (a) The consumer can select goods from the assortment of the DIANOZ online shop and collect them in a shopping cart by clicking the "Add to cart" button. By clicking on the button "Binding order now", the customer makes a binding offer to purchase the goods in the shopping basket ("order"). Before sending the order, the consumer can check the data he has provided as well as his order.

However, the consumer's offer can only be submitted and transmitted if he has accepted these General Terms and Conditions by placing a tick in front of the text field "Accept General Terms and Conditions".

(b) By placing an order, the consumer gives an undertaking that he is of age and has full legal capacity. Incapacitated persons and persons with restricted legal capacity are prohibited from purchasing goods through the online shop. At the same time, the customer gives an undertaking that he is legally authorised to use the means of payment chosen by him and that the personal and contact details provided are true and complete.

(c) PayPal is available to the consumer as a payment method. During the ordering process, the consumer is redirected to the website of the online provider PayPal, where he can enter his payment details and confirm the payment instruction.

(d) After sending the order, the issuer informs the consumer by email about the receipt of the order (notice of receipt). This makes the order available to the consumer on a durable medium. The acceptance of the order by the issuer will only take place with the dispatch of the goods. This brings the contract into effect.

(3) (a) In the interest of technical progress, the issuer reserves the right to make changes to the design and form of the goods up to the time of delivery, which may not, however, unreasonably prejudice the interests of the customer.

(b) The issuer reserves the right to make customary deviations in the quantity and quality of the goods, provided that the changes or deviations are reasonable for the customer, taking into account the interests of the issuer.

(c) Within the scope of customary quantity deviations for special products, the order quantity may be exceeded or fallen short of by approx. 10 %, but at least by two (2) units. The delivery quantity is calculated.

§ 3 Prices and terms of payment

(1) Prices are not fixed prices. However, the prices contained in the order confirmation will be authoritative and will apply, if delivery is requested by a business customer, plus shipping costs. For the consumer, delivery is free of shipping costs in accordance with the conditions stored in the DIANOZ online shop.

(2) Unless otherwise stated in the order confirmation, the issuer's prices are always "ex works" (EXW according to Incoterms® 2020), excluding packaging; this will be invoiced separately, as will any freight requested. The issuer does not take back transport packaging and all other packaging in accordance with the packaging law; it becomes the property of the customer.

(3) If the customer is a consumer, all price quotations are gross, i.e. including the applicable statutory value added tax. If the Customer is an entrepreneur, all prices are net prices, without indication of the statutory value added tax. It will be shown separately in the invoice at the statutory rate on the day of invoicing.

(4) Prices are always quoted in euros (EUR). If the purchase price is calculated in a foreign currency, a business customer will bear the risk of the movement of the foreign currency against the euro from the conclusion of the contract until payment.

(5) Consumers pay through PayPal by confirming the payment instruction to the issuer within the order process on the website of the online provider PayPal after previous registration/login and the issuer requests PayPal to initiate the payment transaction.

(6) Invoices of the issuer are due within 30 days from the date of invoice. Payments will only be deemed to have been effected on unconditional credit to one of the issuer's accounts. Cheque/bill of exchange payments and cheques are only accepted on account of performance and

only by agreement. The expenses associated with the use of this or other methods of payment will be borne by the customer.

- (7) If the customer does not pay within the payment period, the issuer is entitled to charge interest on the due date at a rate of 5 percentage points above the ECB base rate if the customer is a consumer, otherwise 9 percentage points above the ECB base rate if the customer is an entrepreneur. We reserve the right to claim higher damages for delay. If a higher damage caused by delay is claimed against the consumer as the customer, the latter will have the possibility to prove that the damage caused by delay was not incurred at all or was at least significantly lower.
- (8) In the event of a significant deterioration in the financial circumstances of the customer after conclusion of the contract (opening of insolvency proceedings, rejection of insolvency proceedings for lack of assets, deterioration of the assets becoming known), the issuer may withhold delivery until the customer has made payment or provided appropriate security for the claim. If cheques of the customer are not honoured or bills of exchange issued by him are protested, the above will apply as appropriate. If the customer does not provide security within 14 days of the issuer's request or if he does not declare his willingness to pay concurrently within the same period, the issuer is free to withdraw from the contract. In these cases, as well as in the event of suspension of payments and insolvency of the customer, payment will be due immediately.
- (9) The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by the issuer. The Customer will be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship, has been agreed to in writing or has been legally established. The commercial right of retention according to §369 HGB is excluded if the customer is an entrepreneur.
- (10) If no fixed price agreement has been made and the purchase prices or (hereinafter "or") material prices and the associated wage and distribution costs have demonstrably increased by more than 5%, the price will change in accordance with the relevant weighting of the material, wage and distribution costs if the customer is an entrepreneur.

§ 4 Delivery period

- (1) The start of the delivery period stated by the issuer presupposes the clarification of all technical and commercial questions. Thereafter, delivery dates will be given as accurately as possible to the best of our knowledge.
- (2) Compliance with the issuer's delivery duty, which begins to run from the conclusion of the contract, further presupposes the timely and proper fulfilment of the customer's duties. The customer's duties may include the procurement of documents and approvals, releases, receipt of agreed advance payments, etc. The issuer reserves the right to plead non-performance of the contract.
- (3) The delivery deadline will be deemed to have been met
 - (1) with respect to a commercial customer if the readiness for dispatch has been notified or the goods have been made available for collection or dispatch by the expiry of this period,
 - (2) with respect to a consumer customer, on dispatch of the goods.
- (3) Partial deliveries may not be rejected by the customer. If payment for a partial delivery is delayed, the issuer may suspend further completion of the order.
- (4) The delivery, even if it has insignificant defects, is to be accepted in full by the customer without prejudice to all rights under § 9.
- (5) If the customer is in default of acceptance or culpably breaches other duties to cooperate, the issuer is entitled to demand compensation for the damage incurred as a result, including any additional expenses. The issuer reserves the right to make further claims. The consumer will have the right to prove that no damage at all or at least significantly less damage has occurred than the amount claimed.
- (6) If delivery from call-off has been agreed with a business customer, the issuer will be entitled to deliver and invoice the finished goods after 12 months at the latest, even if the call-off has not yet been made by the customer. If dispatch is delayed by the customer, he will be charged, beginning one month after notice of readiness for dispatch, for the costs incurred by storage, but at least 0.5% of the

invoice amount for each month, if the customer does not furnish proof that costs have not been incurred or have not been incurred in this amount. The issuer is also entitled, after setting and fruitless expiry of a reasonable deadline, to dispose otherwise of the goods or to supply the customer with a reasonably extended deadline.

- (7) If the conditions of § 4 (4), (6) and (7) apply, the risk of accidental loss or accidental deterioration of the goods will pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
- (8) (a) The issuer is liable in accordance with the statutory provisions of default with respect to the consumer pursuant to § 286 (1), (2) No. 4 CC, with respect to the entrepreneur additionally pursuant to § 376 HGB, insofar as the underlying contract is a transaction for delivery by a fixed date.
(b) It will also be liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which it is responsible, the customer loses its interest in the further performance of the contract.
- (9) However, the issuer and his vicarious agents will only be liable for delays in delivery caused intentionally or by gross negligence. Insofar as the delay in delivery was caused by slight negligence, the issuer and his vicarious agents will only be liable in the event of a breach of a material contractual duty, but limited in amount to the damages foreseeable at the time of conclusion of the contract. Material contractual duties are those the fulfilment of which characterises the contract and on which the customer may rely.
- (10) Insofar as the issuer is to deliver abroad, the contract will only be concluded subject to the condition precedent that any export licences that may be required are granted by the competent authorities.

§ 5 Force majeure

- (1) Force majeure releases the issuer from his duty to deliver or perform for the duration of the disruption and may extend the delivery period accordingly.
- (2) Force majeure will be understood to mean all unforeseeable, unavoidable events which are beyond control and which cannot be avoided by reasonable, acceptable means under the given circumstances, such as e.g. riots, wars, war-like events, revolutions, official measures, forces of nature, epidemics, pandemics, prolonged breakdowns of information systems, unavoidable energy and raw material shortages, sales market conditions (e.g. embargoes, sanctions lists) as well as operational disruptions for which we are not responsible (e.g. due to natural disasters and machine damage).
- (3) The parties are required to provide the necessary information without delay within the bounds of what is reasonable and to adjust their duties to the changed circumstances in good faith.
- (4) Furthermore, force majeure entitles the issuer to withdraw from the contract in whole or in part during its duration, as well as within two (2) weeks after its end - without prejudice to his other rights - insofar as an adjustment is not suitable and insofar as the disruption is not of insignificant duration.
- (5) The customer will not be entitled to any claims for damages arising from such a withdrawal.
- (6) If these circumstances occur with a subcontractor of the issuer, the above will apply accordingly.
- (7) The same applies if the aforementioned circumstances arise during an already existing delay.

§ 6 Transfer of risk

- (1) The provision of the goods "ex works" (EXW according to Incoterms® 2020) will be deemed to have been agreed, unless otherwise stipulated.
- (2) Thus, in all cases, the risk will pass to the customer on notice of readiness for dispatch or on provision of the goods. This will also apply in the event of partial delivery or dispatch of the goods at the request and expense of the customer.
- (3) If the customer so wishes, the issuer will cover the delivery by transport insurance; the costs incurred in this respect will be borne by the customer.

§ 7 Withdrawal

If the customer is a consumer, he has the following right of withdrawal.

- (1) Right of withdrawal
 - (a) If the consumer has ordered goods in the DIANOZ online shop and a remote contract has come into being as a result, the consumer has the right to withdraw from the contract within 14 days without giving any reasons.
 - (b) The 14-day withdrawal period starts from the day on which the consumer or a third party named by him who is not the carrier has taken possession of the last goods. In order to exercise the right of withdrawal, the consumer must notify the issuer (Gühring KG, Herderstr. 50-54, 72458 Albstadt; email: druckerduese@guehring.de) by means of a clear declaration (e.g. a letter sent by post, telephone or email) of his decision to withdraw from the contract. For this purpose, the [model withdrawal form](#) deposited on the issuer's homepage may be used, which is, however, not mandatory.
 - (c) In order to comply with the withdrawal period, it is sufficient that the consumer sends the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.
- (2) Consequences of withdrawal
 - (a) If the consumer withdraws from the contract, the issuer must return to the consumer all payments received from the consumer, including any delivery costs (with the exception of additional costs resulting from the consumer choosing a type of delivery other than that offered by the issuer), without undue delay and no later than 14 days from the day on which the issuer received notice of the consumer's withdrawal from this contract. For this repayment, the issuer will use the same means of payment that he used for the original transaction, unless expressly agreed otherwise. In this case, the consumer will not be charged any additional fee for the repayment.
 - (b) The issuer may refuse repayment until he has received the goods back or until proof has been provided that the goods have been returned, whichever is the earlier.
 - (c) The consumer must return the goods without delay and in any case no later than 14 days from the day on which the consumer notifies the issuer of the withdrawal of the contract to Gühring KG, Herderstr. 50-54, 72458 Albstadt. The deadline is met if the consumer sends the goods before the end of the 14-day period.
 - (d) The consumer will bear the costs of returning the goods.
 - (e) The consumer must only pay for any loss in value of the goods if the loss in value is due to handling of the goods which was not necessary for the inspection of the quality, characteristics and functioning of the goods.
 - (f) If the consumer has requested that the service should start during the withdrawal period, the consumer will pay the writer a reasonable amount corresponding to the proportion of the services already provided up to the time the consumer notifies the writer of the exercise of the right of withdrawal in respect of that contract compared to the total amount of the services provided for in the contract.
- (3) Expiry of the right of withdrawal

The right of withdrawal expires in the case of service contracts when the service is fully provided if the consumer has expressly agreed before the service is provided that the issuer may start providing the service before the withdrawal period expires.

§ 8 Return

If the customer is an entrepreneur, he will have the following right of return.

- (1) Returns or exchanges are only possible by prior arrangement and within 30 days.
- (2) Returns must be accompanied by the relevant documentation (including order number, invoice number, delivery date, reason for return and return authorisation). Returns and exchanges can only be accepted in the case of standard products in stock, if the items are in perfect condition (new condition) and if the return has already been paid for in advance.

- (3) In this case, the issuer may charge a handling fee of 20% of the value of the goods of the delivery. The minimum processing fee for all returns or exchanges is 35 euros.
- (4) Returns and exchanges are excluded for special products.

§ 9 Warranty for defects

- (1) If the customer is an entrepreneur, claims for defects will require that the customer has duly complied with its duties to inspect and give notice of defects pursuant to § 377 of the Commercial Code (ComC). Defects must be notified to the issuer in writing without delay. The customer will submit any notice of defect in writing, giving precise details of the alleged individual defects.
- (2) If the customer is a consumer, there must be a defect in the goods, which must be notified by the consumer within the deadline. In the event of a justified complaint, the consumer has the choice of whether subsequent performance is to be effected by repair or replacement. However, the issuer is entitled to refuse the type of supplementary performance chosen by the consumer if it is only possible at disproportionate cost and the other type of supplementary performance does not involve significant disadvantages for the consumer. During the supplementary performance, both reduction (reduction of the purchase price) and withdrawal from the contract by the customer, irrespective of whether he is a consumer or an entrepreneur, are excluded.
- (3) However, if the customer is an entrepreneur, the issuer has the right to choose the type of subsequent performance, in the sense of rectification of defects or replacement delivery.
- (4) In the event of rectification of a defect, the issuer is required to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the goods have been taken to a place other than the place of performance. Replaced parts become the property of the issuer.
- (5) The customer is entitled, at his discretion, to demand withdrawal from the contract or a reduction in price if the issuer, after becoming aware of the defect, does not carry out subsequent fulfilment within a reasonable period, if this fails or is refused by the issuer. However, the customer does not have to set the issuer a deadline for subsequent performance. Subsequent performance will be deemed to have failed with the unsuccessful second attempt, unless something else arises in particular from the nature of the item or the defect or the other circumstances.
- (6) When asserting claims for damages due to a defect, § 9 (5) will apply accordingly. The right of the customer to assert further claims for damages will remain unaffected.
- (7)
 - (a) Claims for defects do not exist in the case of only insignificant impairment of usability, natural wear and tear or dilapidation. The same applies to defects that arise after the transfer of risk as a result of incorrect or negligent handling, excessive stress, faulty assembly or unsuitable operating materials.
 - (b) Claims due to defective construction work, weather conditions, electrical, chemical or physical influences, or due to special external influences which are not assumed under the contract and for which the issuer is not responsible, will not be replaced by the issuer.
 - (c) If the customer or third parties carry out improper repair work or modifications or without the prior consent of the issuer, no claims for defects will exist for these and the resulting consequences.
- (8)
 - (a) Deviations in quality, quantity, weight or other deviations customary in the trade must be accepted by the customer, provided that they are reasonable for the customer taking into account the interests of the issuer. In these cases, the warranty for defects is excluded.
 - (b) This will also apply if the customer is an entrepreneur and refers in its order to samples or brochures, drawings or illustrations which have not been expressly designated as binding.
- (9) The customer will be responsible for the correctness of his documents and information. He must ensure that they are accurate to size and that they correspond to the actual conditions. If this is not the case, the additional expenditure caused by this will be reimbursed by the customer.
- (10)
 - (a) The issuer is not liable for claims of third parties insofar as these have arisen due to the instructions or specifications (e.g. due to the drawings, samples) by the customer.

(b) The customer, insofar as he is an entrepreneur, guarantees the issuer that the manufacture and delivery of the goods manufactured according to the customer's instructions or specifications do not breach any third-party property rights.

(c) Insofar as the issuer is not liable under the aforementioned clauses, the customer will indemnify him against all third-party claims.

(d) The issuer is only liable for defects in the material delivered by the customer if he should have recognised the defects by exercising professional care.

(11) The limitation period for claims for defects is

(a) for consumers as orderers:

2 years, calculated from the transfer of risk. If a defect has become apparent within the limitation period, the limitation period will not start to run before the expiry of four (4) months after the date on which the defect first became apparent. If the consumer has handed over the goods to the issuer or, at the issuer's instigation, to a third party for the purpose of subsequent performance or the fulfilment of claims under a guarantee, the limitation period for claims based on the asserted defect will not commence before the expiry of two (2) months after the date on which the repaired or replaced goods were handed over to the customer.

(b) for entrepreneurs as orderers:

1 year, calculated from the transfer of risk.

(12) In all cases in which notices of defects are raised, the customer will give the issuer the opportunity to inspect the goods complained of. He is required to notify the issuer immediately in writing of any damage within the meaning of the liability regulations so that the issuer is informed as early as possible and, if necessary, can work together with the customer to limit the damage.

(13) Before any return of the goods, the issuer must be informed of the complaint made.

(14) In the event of unjustified notices of defects which cause extensive subsequent inspections, the costs of the inspection may be charged to the customer.

(15) If advice or recommendations are issued by the issuer, these are made without any duty and to the exclusion of any liability, insofar as these are not part of the contractually agreed scope of services owed by him.

§ 10 Liability

(1) The issuer is liable for damages caused by intentional or grossly negligent behaviour.

(2) In the event of damage to property and financial loss caused by slight negligence, the issuer will only be liable in the event of a breach of an essential contractual duty, but the amount will be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual duties are those the fulfilment of which characterises the contract and on which the customer may rely.

(3) Insofar as the issuer's liability for damages is excluded or limited, this will also apply with regard to the personal liability for damages of his employees, agents and assigns.

(4) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

(5) If the customer is an entrepreneur and documents (e.g. drawings, gauges, samples, etc.) are to be provided by him, he guarantees that the use of these documents or working drawings prepared by him by the issuer does not breach any third-party property rights. Should the rights of third parties nevertheless be affected, the customer will indemnify the issuer internally against all claims. The issuer is under no duty to check that the documents provided by the client are free of rights without specific cause.

§ 11 Retention of title

(1) The issuer retains ownership of the goods until all claims against the customer arising from the business relationship, including future claims, and from contracts concluded at the same time or later, have been settled. In the event of the customer acting in breach of contract, in particular in the event of default in payment, the issuer

will be entitled to take back the goods. In this case, the customer is required to assign to the issuer any claims for restitution that may exist against third parties. The taking back of the goods by the issuer does not constitute a withdrawal from the contract unless he has expressly declared this in writing. A business customer irrevocably permits the issuer, insofar as the goods are still with the customer, to enter those rooms in which the issuer's property is located in order to enable him to take back the goods. In addition, a business customer irrevocably permits access to those premises in which the issuer's property is stored at any time for inspection purposes. The seizure of the goods by the issuer always constitutes a withdrawal from the contract. After taking back the goods, the issuer is entitled to realise them; the proceeds of disposal are to be credited against the liabilities of the customer - less reasonable disposal costs.

(2) The customer is required to treat the goods with care; in particular, he is required to insure them adequately at replacement value against fire, water and theft damage at his own expense. If the customer has not demonstrably taken out the insurance himself, the issuer is entitled to insure the goods at the customer's expense.

(3) If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.

(4) The customer will keep the (co-)ownership for the issuer free of charge.

(5) In the event of seizure, damage, loss or other interventions by third parties, the customer must notify the issuer in writing without delay. Insofar as the third party is not in a position to reimburse the issuer for the judicial and extrajudicial costs of an action pursuant to § 771 CPC, the customer will be liable for the issuer's loss incurred.

(6) The customer is entitled to resell the goods in the ordinary course of business; however, he already assigns to the issuer all his claims to the amount of the final invoice amount (including VAT), including all ancillary rights, which accrue to him from the resale against his customers or third parties, irrespective of whether the goods have been resold without or after processing. This will also apply in the event of an agreement between the customer and a buyer or third party on a current account. The issuer accepts the assignment. The customer will immediately transfer to the issuer the claims collected for the issuer, insofar as the claim is due. The customer will remain authorised to collect this claim even after the assignment. The issuer's authority to collect the claim himself remains unaffected by this. However, the issuer undertakes not to collect the claim as long as the customer meets his payment duties from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is no cessation of payments. If this is the case, however, the issuer may demand that the customer informs him of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

(7) The processing or transformation of the goods by the customer is always carried out for the issuer. In this case, the expectant right of the customer to the goods or the transformed item will continue. If the purchased item is processed with other items not belonging to the issuer, the issuer will acquire co-ownership of the new item in the ratio of the value of the goods (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same will apply to the item created by processing as to the goods delivered under reservation.

(8) If the goods are inseparably mixed with other items not belonging to the issuer, the issuer will acquire co-ownership of the new item in the ratio of the value of the goods (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it will be deemed to be agreed that the customer will transfer co-ownership to the issuer on a pro rata basis. The customer will hold the sole or co-ownership thus created in safe custody for the issuer.

(9) The customer also assigns to the issuer the claims to secure his claims against him which arise against a third party through the connection of the goods with a property.

(10) The issuer undertakes to release the securities to which he is entitled at the request of the customer insofar as the realisable value of the securities of the issuer exceeds the claims to be secured by more than 10%; the selection of the securities to be released is incumbent on the issuer.

- (11) The customer may neither pledge the issuer's property nor assign it by way of security without the issuer's consent.

§ 12 Assistance by a commercial customer

The customer will be required to provide assistance in the performance of the service at its own expense. He is required in particular:

- a) to provide suitable routes for the delivery of the assembly parts and crane trucks;
- b) to provide the necessary dry, lockable, theft-proof rooms for the storage of the tools as well as recreation rooms for the assembly personnel;
- c) to protect the assembly site and materials from harmful influences of any kind;
- d) to provide special clothing in case of difficult working conditions, such as harmful vapours, gases, acids, dusty air etc. The same applies to protective clothing or protective devices that are necessary due to special circumstances at the assembly site and are not customary in the sector of the issuer. In addition, the assembly personnel must be made aware of the safety regulations that are important for assembly;
- e) if the issuer's assembly personnel falls ill or suffers an accident, to provide immediate medical care and to notify the issuer without delay;
- f) if the place of work is outside the Federal Republic of Germany, to obtain the necessary permission for the entry of the assembly personnel and any necessary work permits, to obtain official and other permits prescribed for the execution and installation of equipment and installations in good time, to inform the issuer's assembly personnel of all duties (notifications etc.) towards the local authorities as well as the existing safety regulations, to support them in their dealings with the authorities and to help them to obtain all certificates which guarantee them freedom of movement in the country as well as a journey home at any time, taking their property with them.

§ 13 Voucher campaigns

- (1) The voucher is valid until the period printed on it or (in the case of electronic vouchers) transmitted electronically. If no period is specified, the voucher is only valid until three (3) years (redemption date) after the date of issue and can only be redeemed in the corresponding online shop of the issuer until then.
- (2) The voucher is a certificate issued for a monetary or percentage amount which entitles the redeemer to purchase the goods or service packages described on the voucher in the corresponding online shop. If the total of the goods or services exceeds the value of the voucher, the voucher can only be credited against the purchase price on a pro rata basis. The remainder is to be paid by the redeemer to the issuer. Only the purchase of a part of the specified packages is generally not permitted.
- (3) The voucher can only be redeemed prior to completion of the order process and prior proof of purchase. Retrospective offsetting, i.e. offsetting against goods already ordered, is not possible.
- (4) In the event of late payment, the issuer reserves the right to block the voucher until payment has been made to the sales partner.
- (5) Only one voucher can be redeemed per order. The voucher cannot be combined with other vouchers, discounts and/or promotional products.
- (6) Each voucher may only be used once; duplication of the voucher is not permitted.
- (7) A partial or complete payout or a repayment of the value amount is excluded; similarly, any remaining credit balance is not refunded and expires without replacement.
- (8) Voucher balances are neither paid out in cash nor do they earn interest.
- (9) The voucher is non-transferable. It is not permitted to resell purchased vouchers, neither to private end customers nor to commercial users. Exceptions require the written consent of the issuer.
- (10) In case of loss, theft or misuse of the voucher, no replacement is possible.
- (11) The issuer is not required to verify the eligibility of a redeemer beyond checking the validity. The holder of the voucher must there-

fore ensure that the voucher does not come into the power of disposal of unauthorised third parties. However, the issuer will be informed immediately if there is at least a possibility that this has nevertheless occurred. For a voucher redeemed by an unauthorised third party, §793 (1) (2) CC will apply accordingly.

- (12) Misuse or multiple redemption of a voucher may be prosecuted. This expressly includes any attempt at improper or multiple redemption.
- (13) For vouchers in combination with third-party machines:
 - (a) Since the voucher is only valid in combination with the purchased goods of the sales partner, the voucher will not be refunded if the redeemer returns or does not accept the goods of the sales partner that were purchased with the voucher in whole, in part or not paid for within the scope of his statutory right of withdrawal or if the redeemer only pays for the goods in part or not at all.
 - (b) In the event of late payment, the issuer reserves the right to block the voucher until payments have been made to the sales partner.
 - (c) Proof of purchase of a machine can be provided by the machine manufacturer, an order confirmation or invoice.
 - (d) The voucher only becomes effective on receipt of payment by the sales partner.
 - (e) Only one voucher can be redeemed per machine.

§ 14 Place of performance, legal venue

- (1) Unless otherwise specified in the contract, the place of performance will be the issuer's place of business.
- (2) If the customer is an entrepreneur, the exclusive - including international - legal venue for all disputes arising directly or indirectly from the contractual relationship will be the issuer's place of business. However, the issuer is also entitled to sue the customer at any other justified legal venue.
- (3) The law of the Federal Republic of Germany will apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) Should individual provisions of these General Terms and Conditions of Sale or of the contract concluded between the parties be or become invalid in whole or in part, the remaining provisions will remain unaffected thereby.
- (5) The customer is informed that personal data may be stored and processed by the issuer and associated companies in accordance with the provisions of the Federal Data Protection Act (FDPA) in order to fulfil contractual duties for order processing. In addition, the issuer is entitled, on the basis of the FDPA, to enter selected debtor data (only for entrepreneurs) into connected data pools for the purpose of creditworthiness checks.