



General terms and conditions of business

For commercial customers

§ 1 Scope and supplier

- (1) These general terms and conditions of business apply to all orders that you place in the online shop of

Vierfreunde GmbH
Wilhelm-Mauser-Straße 14-16
D-50827 Cologne
Managing Director: Matthias Köppe
- referred to in the following as the supplier -

- (2) The range of goods in our online shop is aimed exclusively at buyers who are at least 18 years of age, and who can be regarded as entrepreneurs in accordance with § 14 section 1 of the German Civil Code.
- (3) Our deliveries, services and quotations are exclusively provided on the basis of these general terms and conditions of business. The general terms and conditions of business shall therefore also apply to companies for all future business relations, even if they are not expressly agreed upon once more. We hereby expressly reject the inclusion of the general terms and conditions of a customer, which contradict our general terms and conditions of business.
- (4) The exclusive contract languages are German and English.
- (5) Please visit

<https://kerbholz.com/agb/>

to download and print the currently valid general terms and conditions of business.

§ 2 Contractual conclusion

- (1) The presentation of goods in the online shop does not constitute a binding proposal to conclude a sales contract. Rather, this is a non-binding invitation to place an order for goods in the online shop. By clicking the button ("buy" / "order and pay now") you are submitting a non-binding offer to make a purchase (§ 145 German Civil Code).
- (2) Following receipt of the purchase offer, you will receive an automatically generated email confirming that we have received your order (confirmation of receipt). This confirmation of receipt does not represent acceptance of your purchase offer. The confirmation of receipt does not result in a contract coming into effect.
- (3) A sales contract for the goods is only concluded when we expressly confirm acceptance of the purchase offer, or when we send the goods to you - without prior express declaration of acceptance.

§ 3 Prices

- (1) The prices quoted on the product pages and price lists are net prices and are subject to the corresponding rate of statutory value added tax and the respective shipping or transport and delivery costs.
- (2) The prices stored for you in the online shop apply. If separate price agreements have been concluded, these apply to purchases outside the B2B online shop.



§ 4 Terms of payment, default

- (1) Payment can be made by: Prepayment, cash on delivery, credit card, PayPal or new payment options.
- (2) We determine the payment method options available. We reserve the right in particular to offer you selected payment methods only; e.g. advance payment exclusively, in order to cover our credit risk.
- (3) If prepayment is selected, you will receive our bank details in the order confirmation. The invoice amount must be transferred to our account within 10 days of receipt of the order confirmation.
- (4) If you are paying by credit card, the purchase price will be reserved on your credit card at the time of order placement (authorisation). Your credit card account will only be debited when we dispatch the goods to you.
- (5) If you fall into payment arrears, you are obligated to pay the statutory default interest of 9 percentage points above the base interest rate. You are also required to pay a fixed EUR 40 charge. We reserve the right to claim further damages.
- (6) The supplier reserves the right to sell the claims against you to a third party. You explicitly agree to this assignment and therefore enable the execution of factoring or payment processing via an online service provider.

§ 5 Offsetting/right of retention

- (7) You are only entitled to offset claims if your counter-claims have been legally established, or if these are not disputed, or have been recognised by us, or are in a close synallagmatic relationship with our claims.
- (8) You are only entitled to exercise a right of retention insofar as your counter-claim pertains to the same contractual relationship.
- (9) Offsetting is not possible in case of payments via online services for technical reasons. In this case, please contact us directly to enable us to reimburse your counter-claim.

§ 6 Delivery, reservation of title

- (1) Unless otherwise agreed, the goods shall be dispatched from our warehouse to the address you specify at your request.
- (2) We reserve title to the goods until all claims arising from the current business relationship have been settled in full. Pledging or transfer of ownership by way of security are not permitted prior to the transfer of ownership of the goods subject to reservation of title.
- (3) You are entitled to resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims to the value of the invoice amount, which you are entitled to collect as a result of the resale. We accept this assignment; however, you are authorised to collect the claims. If you do not duly satisfy your payment obligations, we reserve the right to collect claims ourselves.
- (4) If goods subject to the reservation of title are mixed or combined with other goods, we shall acquire co-ownership of the new goods according to the ratio of the invoice value of the goods subject to reservation of title and the other processed goods at the time of processing.
- (5) We undertake to release the securities to which we are entitled on request, insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities released shall be at our discretion.



§ 7 Warranty

Unless expressly agreed otherwise, your warranty claims shall be based on the statutory provisions of sales law (§§ 433 ff. German Civil Code) with the following amendments:

- Our own specifications and the manufacturer's product description are exclusively binding for the procurement of the goods; public promotions, public statements and other advertising by the manufacturer are non-binding in this regard.
- You are obligated to inspect the goods immediately and with due care for deviations in quality and quantity, and to notify us of any evident defects within 7 days of receipt of the goods. This period is deemed to have been met if the notification has been sent in good time. This period also applies to defects discovered later, from the time of discovery. If you should fail to satisfy your obligation to inspect and issue a notification of defects, the assertion of warranty claims is excluded. The notification of a defect must be sent by email to supportb2b@kerbholz.com without exception.
- In case of defects, we shall meet with our warranty obligations at our discretion either through repair or replacement (subsequent performance). In case of repairs, we are not required to bear the increased costs arising from the relocation of the goods to a location other than the place of fulfilment, insofar as the relocation does not reflect the proper intended use of the goods.
- If the subsequent performance should fail twice, you are entitled to demand a price reduction or withdraw from the contract at your discretion.
- The warranty period is one year from delivery of the goods. This limitation does not apply to claims based on damages resulting from injury to life, body or health, or from the breach of a material contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation), nor to claims based on other damages that pertain to an intentional or grossly negligent breach of duty by the user or their vicarious agents.

§ 8 Liability

- (1) Unlimited liability: We shall be liable without limitation for intent and gross negligence, and in accordance with the German Product Liability Act. In the case of minor negligence, we shall be liable for damages resulting from injury to the life, body and health of persons.
- (2) In all other respects, the following limited liability applies: In the case of minor negligence, we shall only be liable in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you may regularly rely (cardinal obligation). Liability for minor negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. The limitation of liability shall also apply to the benefit of our vicarious agents.

§ 9 Final provisions

- (1) If one or more provisions of these T&Cs should be or become invalid, the validity of the remaining provisions shall not be affected.
- (2) German law is exclusively applicable to contracts between you and us, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Law").
- (3) If you are a merchant, a legal entity under public law or a special fund under public law, our registered office shall be the place of jurisdiction for all disputes arising from or in connection with contracts between you and us.

Dated: 25/06/2020 15:13:00