

VON HIPPEL



...mehr Erfolg durch Bewegung!

Von Hippel GmbH* Nikolaus Otto Straße 4*19061 Schwerin

General terms and conditions of business of VON HIPPEL GmbH Nikolaus-Otto-Straße 4 in 19061 Schwerin

1. General aspects, scope of application

The following terms and conditions apply exclusively to our offers, deliveries and services under purchase, work or service agreements and other agreements.

In addition, the terms and conditions of lease and of purchase of VON HIPPEL GmbH apply. Any general terms and conditions of business of the customer do not apply.

2. Offers, order confirmation

2.1 Our offers are subject to change and non-binding unless explicitly agreed otherwise.

2.2 Samples and material specimens are subject to the delivery capacities of our upstream suppliers; thus, deviations from samples and material specimens do not constitute a ground for complaints or withdrawal from the agreement by the customer.

2.3 Orders are generally only deemed accepted with our written order confirmation and our general terms and conditions of business apply.

2.4 Subsequent amendments to the object of agreement at the

von Hippel GmbH · Nikolaus-Otto-Straße 4 · D-19061 Schwerin
Tel. +49 (385) 77333370 · Fax +49 (385) 77333371 · info@von-hippel.de · www.von-hippel.de

Bankverbindung: Deutsche Bank · IBAN: DE88360700240304285000 · BIC: DEUTDEDBESS
Geschäftsführer: Harald von Hippel · AGR Schwerin HRB 11924 · USt-ID-Nr.: DE811298034

Es gelten unsere AGB's, nachzulesen unter www.von-hippel.de



instigation of the customer are charged to the customer according to expenditure.

2.5 The presentation of our products in the online shop and in our printed materials does not constitute a legally binding offer but serves only as a suggestion for the creative implementation of the customer. All illustrations of our products show the products at the time of their manufacture or at the time of first publication. Subsequent technical and other amendments are reserved by VON HIPPEL GmbH.

3. Prices and payments

3.1 The prices stipulated upon conclusion of the agreement plus the relevant statutory value-added tax apply.

3.2 Delivery and transport costs are charged separately unless delivery free domicile (delivery free of charge) is expressly agreed. Additional costs due to a particular shipping method desired by the customer (e.g. express goods, express freight, air freight) are borne by the customer.

3.3 Payments may only be made to us or to persons authorized by us in writing.

3.4 Works agreed additionally beyond the contractual services included in the purchase price, such as for example additional assembly works, are charged additionally at reasonable prices and must be paid at the latest upon acceptance.

von Hippel GmbH · Nikolaus-Otto-Straße 4 · D-19061 Schwerin
Tel. +49 (385) 77333370 · Fax +49 (385) 77333371 · info@von-hippel.de · www.von-hippel.de

Bankverbindung: Deutsche Bank · IBAN: DE88360700240304285000 · BIC: DEUTDEDBESS
Geschäftsführer: Harald von Hippel · AGR Schwerin HRB 11924 · USt-ID-Nr.: DE811298034

Es gelten unsere AGB's, nachzulesen unter www.von-hippel.de

VON HIPPEL



...mehr Erfolg durch Bewegung!

3.5 The customer may only offset against claims which are established by law or uncontested.

3.6 Payments are made to Von Hippel GmbH, Schwerin. Payment is due within 8 days after the invoice date without any deduction. The payment conditions specified on the order confirmation are always applicable. Unless otherwise agreed, the payment conditions of our GTC apply. Negotiated special prices and discounts only apply in case of payment as agreed in the contract. In case of default of payment, the prices specified in the catalogue/price list apply and the offer prices without discount apply to special productions. The receipt of the amount at our unreserved disposal is relevant for the timeliness of payment.

Payments to our field staff members apply only if a written collection authority is submitted as performance. Cheques are only accepted on account of performance. Payments by means of bill of exchange are excluded. If the term of payment is not complied with or in case of timely but incomplete payment, the customer is also in default without any reminder being required. Without prejudice to any further claims, we may charge default interest at a rate of 2 % above the relevant discount rate of Deutsche Bundesbank as of maturity. If the customer is in default of payment or in the event of reasonable doubts regarding the customer's solvency, we may declare all claims against the customer due with immediate effect and/or demand securities

von Hippel GmbH · Nikolaus-Otto-Straße 4 · D-19061 Schwerin
Tel. +49 (385) 77333370 · Fax +49 (385) 77333371 · info@von-hippel.de · www.von-hippel.de

Bankverbindung: Deutsche Bank · IBAN: DE88360700240304285000 · BIC: DEUTDEBESS
Geschäftsführer: Harald von Hippel · AGR Schwerin HRB 11924 · USt-ID-Nr.: DE811298034

Es gelten unsere AGB's, nachzulesen unter www.von-hippel.de



even before delivery, withhold outstanding deliveries in this respect completely or partially or withdraw from the existing agreements. The customer may only offset against claims which are uncontested or established in law or exercise a right of retention with respect to such claims if they are based on the same contractual relationship. If the customer is a merchant, the assertion of a right to refuse performance or a right of retention requires our prior written consent.

3.7 A surcharge is charged for orders below EUR 55.00.

3.8 Unless otherwise regulated, the prices are ex delivery works or warehouse.

4. Delivery

4.1 Dates are only deemed as binding when they were expressly confirmed as binding by us in writing. Unforeseen circumstances and events such as, for example, force majeure, government measures, non-issuance of official authorizations, labour disputes of any kind, sabotage, shortage of raw materials, delayed material supply through no fault of ours, war, riots etc. postpone the delivery date accordingly even if they occur during a delay which is already existing.

4.2 If the impairment is not expected to end within a reasonable period of time, we may withdraw from the agreement completely or partially without any obligation



to subsequent delivery. Claims for damages of the customer are excluded. If the customer still rejects the delivery after expiry of a reasonable grace period, we may - without prejudice to any other claims and by offsetting against any claim for compensation of the damage but without providing evidence for such damage - charge a flat-rate amount of up to one fourth of the sales price as compensation for our costs.

4.3 We may perform partial deliveries unless partial deliveries would be useless for the customer.

4.4 The delivery is effected in due time when the goods have left our works before expiry of the term of delivery.

4.5 The sending of the object of agreement will always take place at the risk and expense of the customer. The risk of loss of the goods passes to the customer upon handover to the forwarder, the carrier or any other person designated for performing the shipment in case of all deliveries. This is not applicable if the customer is a consumer.

4.6 In case of leased showpieces, the transport costs for freight and return freight are at the customer's expense. Return deliveries must be free domicile unless otherwise agreed in the agreement.



4.7 The customer is obliged to examine the goods immediately upon delivery for completeness and visible damage and to inform us immediately about losses or damage.

5. Retention of title

5.1 All goods delivered by us remain our property until complete payment of the purchase price.

5.2 The retention of title applies until any and all claims under the business relationship are settled in full (extended retention of title). Any kind of disposal of the goods subject to retention of title by the customer is only allowed in the ordinary course of business of the customer. The goods, however, may under no circumstances be transferred to third parties as security within the ordinary course of business. If the goods are sold in the ordinary course of business, the paid purchase price takes the place of the goods. The customer assigns the claims arising from any sale to us already now. The customer may collect these claims as long as the customer meets its payment obligations towards us. In consideration of the extended retention of title (advance assignment of the relevant purchase price claim), any assignment to third parties, in particular to a bank - constitutes a violation of the agreement and is not allowed. We may at all times examine the customer's sales documents and inform the customer's purchaser about the assignment. If the claim of our customer was transferred to a current account, the customer hereby already assigns its claim

von Hippel GmbH · Nikolaus-Otto-Straße 4 · D-19061 Schwerin
Tel. +49 (385) 77333370 · Fax +49 (385) 77333371 · info@von-hippel.de · www.von-hippel.de

Bankverbindung: Deutsche Bank · IBAN: DE88360700240304285000 · BIC: DEUTDEDBESS
Geschäftsführer: Harald von Hippel · AGR Schwerin HRB 11924 · USt-ID-Nr.: DE811298034

Es gelten unsere AGB's, nachzulesen unter www.von-hippel.de



under the current account towards its purchaser to us. The assignment will be made in the amount of the price that we would have charged to the customer for the resold goods subject to retention of title. In the event of an attachment of the goods at the customer's location, we must be informed immediately by sending a copy of the compulsory enforcement protocol and a declaration in lieu of an oath that the attached goods are goods delivered by us and subject to retention of title. If the value of the securities under the above paragraphs of this clause exceeds the amount of the outstanding claims secured in this respect by more than 10 % for a foreseeable period of time, the customer may demand release of securities by us in the excess amount.

6. Delay, impossibility, withdrawal

If we are in default with the provision of an object and are accused of gross negligence or intent with respect to the default, we will compensate the customer for any and all damage incurring to the customer in this respect. In the event of simple negligence, claims of the customer are excluded.

7. Assembly work/repairs

7.1 The assembly of objects requires an explicit additional order and rooms prepared sufficiently for the assembly. Required preparation work is not owed by us and is charged separately as commissioned, if applicable. Our staff members are not



entitled to perform any work beyond the stipulated delivery, installation or assembly of the goods.

7.2 If we perform maintenance or repair work, such work will only be performed subject to the relevant conditions and in addition to these general terms and conditions of business.

7.3 Our maintenance and repair activities are services. The prices are subject to the relevant applicable service price list. Travel expenses, material costs and the like are charged in addition according to our relevant price lists. Travel time of our staff members is deemed as working time and must be compensated according to the service price lists.

7.4 If the customer demands a cost estimate, we will examine the matter and make a cost estimate subsequently. The costs of this examination, however, must be borne by the customer. The costs of the examination are charged according to expenditure and only offset within the framework of any repair or maintenance order if this was expressly agreed in advance.

8. Warranty

8.1 We provide a warranty for newly manufactured objects for a period of 12 months; warranty for used objects is excluded.

8.2 The customer must examine the delivered goods immediately for defects and inform us of obvious defects in writing within a period of 8 days in case of purchases and within



3 days upon receipt of the goods in case of leasing; otherwise, the warranty claim cannot be asserted. Timely dispatch of the notification of defects shall be sufficient for compliance with the deadline. The customer bears the full burden of proof regarding any and all claim requirements, in particular for the defect itself, for the time of detection of the claim and for the timeliness of the notification of defect. Notifications of defect are not recognized by us unless made in writing. Notifications of defect made towards field staff members or transporters or other third parties are not deemed as notifications of defect in due form and time.

8.3 We are only liable for damage due to the defectiveness of the object if such defectiveness is based on an at least grossly negligent violation of obligations on our part, or on the part of our legal representative or performing agents. The aforementioned restriction does explicitly not apply in the event of liability for damage due to injury to life, body or health by any culpable violation of obligations on our part, or on the part of our legal representatives or performing agents.

8.4 Claims of the customer on grounds of initial defects according to Section 536a BGB [*Bürgerliches Gesetzbuch* = German Civil Code] are excluded for leased objects. The customer is recommended to examine the objects of lease carefully upon receipt.

9. Processing of third-party guarantees

von Hippel GmbH · Nikolaus-Otto-Straße 4 · D-19061 Schwerin
Tel. +49 (385) 77333370 · Fax +49 (385) 77333371 · info@von-hippel.de · www.von-hippel.de

Bankverbindung: Deutsche Bank · IBAN: DE88360700240304285000 · BIC: DEUTDEDBESS
Geschäftsführer: Harald von Hippel · AGR Schwerin HRB 11924 · USt-ID-Nr.: DE811298034

Es gelten unsere AGB's, nachzulesen unter www.von-hippel.de



Guarantees are performance promises given to the customer by the manufacturer. Thus, they do not give rise to any obligation for us. The customer must therefore create the requirements for exercising the claims under the guarantee itself at its own expenditure. The customer will in particular bear the costs of transport to and collection from the manufacturer, assembly and dismantling and, if applicable, the costs of a replacement device.

10. Liability for other violations of obligations

10.1 Without prejudice to the provisions on warranty and other specific regulations made in these provisions, the following shall apply in cases in which we have violated an obligation:

We are liable for damages for our staff members, vicarious and performing agents without limitation regarding the amount and also for slight negligence in case of injury to life, body or health of persons.

Furthermore, we are only liable to the following extent:

10.2 The customer must grant us a reasonable period for subsequent performance of at least three weeks for remedying the violation of obligations. The customer may only withdraw from the agreement and/or claim damages after unsuccessful expiry of the grace period.

10.3 If we violate an essential contractual obligation, i.e. an



obligation the compliance with which is essential for fulfilling the contractual purpose, we are also liable in cases of intent, gross negligence and slight negligence. In these cases, however, the damage is limited to the foreseeable damage typically incurring.

10.4 If our violation of obligations is not a violation of an essential contractual obligation, we are only liable in cases of gross negligence and intent.

10.5 Our liability for fraudulent intent and under the German Product Liability Act remains unaffected.

11. Information and consultation

All verbal or written information about the suitability and application possibilities of our goods are provided to the best of our knowledge. Such information, however, only reflects our experience which is regularly deemed as not warranted; it does not give rise to any claims against us. The customer is in particular not exempted from performing its own examination and thereby ensuring the suitability of the goods for the customer's intended use.

12. The handling of our goods is basically governed by our figure guide.

13. General aspects

13.1 Should one or more of the above provisions of these GTC be or become completely or partially invalid or contain a

von Hippel GmbH · Nikolaus-Otto-Straße 4 · D-19061 Schwerin
Tel. +49 (385) 77333370 · Fax +49 (385) 77333371 · info@von-hippel.de · www.von-hippel.de

Bankverbindung: Deutsche Bank · IBAN: DE88360700240304285000 · BIC: DEUTDE33
Geschäftsführer: Harald von Hippel · AGR Schwerin HRB 11924 · USt-ID-Nr.: DE811298034

Es gelten unsere AGB's, nachzulesen unter www.von-hippel.de



loophole, this does not affect the remaining provisions.

13.2. In case of foreign supply agreements, the court of the capital of any country communicated to the purchaser is competent.

13.3 The legal validity of individual provisions does not affect the validity of the remainder of the agreement. We point out that we process data of the customer concerning the business with the customer within the meaning of the German Federal Data Protection Act.

13.4 The exclusive place of jurisdiction is - at our election - our place of business or the customer's place of business. All litigations are exclusively governed by the laws of the Federal Republic of Germany.

The current place of performance for all liabilities of the customer is Schwerin.

The provisions of the United Nations Convention on the International Sale of Goods do not apply.