

# **GENERAL TERMS AND CONDITIONS**

Hammerl GmbH & Co. KG

## **Sect. 1 Scope of validity, customer information**

The following general terms and conditions (GTC) govern the contractual relationship between Hammerl GmbH & Co. KG Hammerl GmbH & Co. KG and consumers and entrepreneurs who purchase goods in our shop. Conditions that oppose or differ from our terms and conditions are not accepted by us. The contract language is German.

## **Sect. 2 Conclusion of contract**

(1) The offers on the internet represent a non-binding invitation to you to purchase goods.

(2) You can put one or more products into the cart. In the course of the order process you enter your data and desires concerning payment method, delivery modalities etc. Once you have clicked the order button, you submit a binding offer to conclude a purchase contract. You can also submit a binding order by telephone. The immediate confirmation by e-mail that your order has been received does not yet constitute acceptance of the offer to buy.

(3) We are entitled to accept your offer by sending an order confirmation by e-mail within 4 working days. If the period in sentence 1 expires without acceptance, your offer is deemed to have lapsed, i.e. you are no longer bound to it. In the case of a telephone order, the purchase contract is deemed valid if we accept your offer immediately. If the offer is not accepted immediately, then you are no longer bound to it.

## **Sect. 3 Customer information: Storage of the contractual text**

The contract with the item details (e.g. kind of product, price) will be stored by us. We will send the GTC to you, but you can download the GTC at any time over our website. As a registered customer you will have access to your past orders in the customer login area: My Customer Account.

## **Sect. 4 Customer information: Correction note**

You can amend your entries at any time before submitting the order by using the delete key. We will keep you informed throughout the checkout process of further correction options. You can also terminate the order process at any time by closing the browser window completely.

## **Sect. 5 Retention of title**

The purchase item remains our property until full payment is made.

## **Sect. 6 Warranty rights and shortening of the limitation period**

### **(1) The warranty**

The warranty complies with the statutory provisions.

### **(2) Shortening of the limitation period due to defects (warranty) for the sale of used goods to customers**

It is agreed to reduce the limitation period for claims for defects in used goods to one year.

Excluded from this agreement are following claims: claims for damages, claims based on defects which we have fraudulently concealed, and claims arising from a guarantee which we have assumed for the quality of the goods. For these excluded claims, the statutory limitation periods shall apply. In the event of an expressed warranty period, the longer period shall apply in favor of the warrantee (buyer).

### **(3) Limitation of warranty rights due to defects (warranty) for entrepreneurs**

Your warranty claims due to defects in the purchased goods shall become time-barred one year after the passing of risk. The following claims are excluded from this rule:

- on compensation for damages
- for maliciously concealed defects
- arising from any granted warranty
- on recourse under §§ 445a, 478 *Bürgerliches Gesetzbuch (BGB, Civil Code)*
- due to defects in building materials and components which have been used in accordance with their normal use for a building and which have caused its defectiveness.

The statutory limitation periods shall apply to these excluded claims. In the event of a granted warranty period, the longer period shall apply in favor of the buyer.

## **Sect. 7 Limitation of liability**

We exclude liability for minor negligence in breach of duty, provided such breaches do not involve essential contractual obligations, damages caused by death, bodily injury, impaired health or guarantees or affect claims under the *Produkthaftungsgesetz (ProdHaftG, Product Liability Act)*. The same applies to breaches of duty by any of our agents and legal

representatives. The contractual obligations include, in particular, the obligation to deliver the item and title to you. We furthermore must deliver to you the item free of material defects and deficiencies.

### **Sect. 8 Jurisdictional venue**

The exclusive jurisdictional venue for all disputes arising under this contract is our registered office, if you are a merchant.

### **Sect. 9 Consumer information: Non-participation in a dispute settlement procedure**

We are neither willing nor obliged to participate in a dispute settlement procedure before a consumer complaint office ("*Verbraucherschlichtungsstelle*").