

## **General Terms and Conditions of Sale for Private customer of Otto Ganter GmbH & Co. KG, Normteilefabrik, Furtwangen**

### **1. Scope of application**

- 1.1 These General Terms and Conditions of Business apply to all current and future offers, orders, deliveries and services (hereinafter: "**Services**") of Otto Ganter GmbH & Co. KG Normteilefabrik (hereinafter: "**Ganter**").
- 1.2 Any terms and conditions of our customers that contradict or deviate from our Terms and Conditions do not apply, even if we have not expressly objected to them. They do not become part of the contract even if orders are accepted and carried out without reservations.

### **2. Quotes and conclusion of a contract**

- 2.1 Quotes from Ganter are non-binding and valid for 30 days, unless expressly stated otherwise.
- 2.2 Ganter reserves the right to make modifications to the product with respect to design, color or in the technical field that expressly serve to improve its quality without prior announcement. Images published on the website may not be accurate in color, and other deviations are also possible.
- 2.3 When placing an order, the Customer makes a binding statement of its contract offer, which Ganter can accept within 14 days. The contract is concluded when the Customer receives the order confirmation. The order confirmation can be sent by post, fax, E-mail or in electronic form.
- 2.4 For orders placed with invoicing as method of payment, the order is accepted by sending an order confirmation or by delivering the goods.
- 2.5 For prepaid orders, orders are accepted by sending an invoice, which includes a request for payment.
- 2.6 For orders to be paid by PayPal, credit card, Giro pay or immediate bank transfer, the orders accepted by requesting payment at checkout.
- 2.7 The scope and purpose of Ganter's services is determined according to order confirmation. The documents enclosed with the quotes, information on the website or brochures are only for the Customer's information.
- 2.8 If the Customer requests modifications or expansions of the order after concluding the contract, then the additional expenses incurred for this must be paid for separately. In this case, Ganter will issue a supplementary, non-binding price quote that is sent to the Customer in text form. The Customer can place its order based on this supplementary price quote by signing and returning it by post, fax or E-mail within 14 days. When placing an order, the customer makes a binding statement of its supplementary contract offer, which Ganter can accept within one week. The contract for supplementary deliveries requested by the Customer is concluded when the Customer receives confirmation of the order from Ganter. The order confirmation can be sent by post, fax or E-mail.

### **3. Orders placed through the online shop: Order process; conclusion of a contract**

- 3.1 By clicking on the button "Place your binding order", the Customer places a binding order for the goods in the shopping cart. The Customer will receive a confirmation of receipt of their order in an E-mail issued automatically immediately after their order has been received. This confirmation of receipt does not yet constitute a binding acceptance of the order.
- 3.2 The contract is concluded when the Customer receives the order confirmation by E-mail or when the goods are shipped.

### **4. Right of withdrawal from distance contract**

- 4.1 If the contract is concluded exclusively through remote communication media, i.e., by telephone, E-mail or placing an order in the online shop, then the Customer, as consumer as defined by § 13 German Civil Code, is entitled to its legal right of withdrawal pursuant to § 312g German Civil Code.
- 4.2 Before concluding the contract, Ganter informs and instructs the consumer regarding their legal right to withdrawal.
- 4.3 The statutory provisions apply to the revocation of the contract.

### **5. Prices; payment conditions**

- 5.1 The prices mentioned in the order confirmation apply.
- 5.2 Payment of invoices is due within 30 days after receipt without delay, unless agreed upon otherwise in a specific case. If the Customer is late with payment, then the statutory provisions on late payment will apply.

5.3 Ganter is entitled to demand advance payments proportionate to the services to be provided and the costs to be paid for fulfilling the order (costs of materials, external services, etc.). Ganter is entitled postpone the start of work until an advance payment has been received. The payments made in advance are deducted from the final invoice.

## **6. The Customer's obligation to cooperate**

6.1 The Customer must support Ganter's services by active cooperation at all times.

6.2 At Ganter's request, the Customer shall promptly provide Ganter with the information required for the agreed services, especially information about the state-of-the-art technology relevant to the project, technical drawings, documents and data, as well as models and prototypes.

6.3 The Customer must accept responsibility for inaccurate or incomplete information and documents and their consequences for the development and production of the goods to the extent attributable to the Customer's individual specifications.

6.4 The Customer must notify Ganter promptly of changes to information or documents submitted to Ganter. Ganter shall check whether and at what conditions the customer's requests for changes can still be implemented, depending on the progress of the production of the goods, and shall make the customer a subsequent offer if necessary. The Customer is not entitled to have subsequently notified changes implemented.

6.5 If the Customer does not comply with its obligation to cooperate or does not comply in full, then Ganter will be released from its obligation to provide the services. This holds especially true if the specifications provided by the Customer are inaccurate or incomplete.

## **7. Delivery; transfer of risk; delivery periods**

7.1 For orders placed in the online shop, the Customer receives a shipping notification stating the shipment reference number as soon as the goods (goods in storage) have left the logistics center.

7.2 The delivery of the goods ordered is made to the delivery address indicated by the Customer, unless agreed otherwise. Shipping and transport costs are paid by the Customer.

7.3 The delivery periods indicated in the order confirmation are non-binding, unless expressly specified otherwise in an individual case.

7.4 If circumstances for which it is not responsible temporarily prevent Ganter from making the due delivery in a timely manner – on an agreed delivery date or within an agreed delivery period – especially due to operational disruptions not attributable to Ganter, or due to strikes, lockouts, official orders and instances of force majeure, then Ganter is released from the obligation of performance for the duration of the disturbance and to the extent of its effects. The agreed delivery period is extended by the duration of the hindrance to delivery. If fulfilment of the order is delayed by more than three months, then both Ganter and the Customer shall be entitled to withdraw from the contract with respect to the affected delivery.

## **8. Warranty; damages in transport**

8.1 The statutory provisions on warranties apply.

8.2 If the Customer detects damages to the transport packaging (hereinafter: "**Transport damages**"), then the Customer must request the transport company to issue a certificate on delivery of the goods. The Customer must notify Ganter of transport damages that the Customer detects when unpackaging the goods in text format (by E-mail or fax).

8.3 If the Customer provides its own specifications as to material, design and method of performance, then Ganter produces the item delivered in accordance with the Customer's specifications. If Ganter produces according to the Customer's specifications, then Ganter does not accept any warranty for deficiencies derived from the Customer's specifications, unless Ganter was aware that the Customer's specifications were incorrect.

## **9. Retention of title**

9.1 Ganter retains ownership of the goods delivered (hereinafter: "**Retained Goods**") until the purchase price has been paid in full.

9.2 The Customer is obligated to handle the Retained Goods with care until ownership has been transferred to it.

9.3 The Customer may not pledge or assign as collateral the Retained Goods before complete payment of the secured claims. The Customer must notify Ganter promptly in writing if and to what extent any third parties seize the Retained Goods that are in Ganter's possession.

- 9.4 If the law of the country in which the goods are located does not permit retention of title or only to a limited extent, then Ganter can reserve for itself other rights to the Retained Goods that replace retention of title. The Customer must cooperate on all measures (such as registration) necessary to effect the retention of title or to establish such other rights, as may be appropriate in lieu of a retention of title, and to protect such rights.

## **10. Tools; drawings**

- 10.1 The tools produced for carrying out the Customer's orders are the property of Ganter. Ganter is not obligated to hand over the tools. Ganter shall conserve the tools for a period of two years after the final delivery to the Customer; if the Customer does not place any further orders after two years have elapsed for which the respective tool is required, then Ganter shall be entitled to destroy the tool in question.
- 10.2 The cost for tools produced according to the Customer's drawings or models are billed to the Customer on a pro-rated basis. Ganter reserves the right to use the tools for other purposes.
- 10.3 If Ganter produces goods according to the Customer's drawings, models or prototypes, then the Customer is responsible for ensuring that doing so does not infringe any third-party protective rights. In this respect, Ganter releases the Customer from any and all third-party claims. If Ganter is prohibited from manufacturing or delivering the goods by third parties due to a breach of third-party protective rights, then Ganter shall be entitled to cease work and demand compensation for its costs from the Customer without further examination of the circumstances and legal situation. In this case, the Customer is obligated to release Ganter from any third-party claims and to pay all costs necessary for defense against these claims in court and out of court, as well as supporting Ganter to the best of its abilities with the required information for defense against third-party claims.

## **11. Liability**

- 11.1 Ganter is liable without limitation in accordance with statutory provisions in cases of injury to life, body or health, and it is liable pursuant to the German Product Liability Act, if it has assumed a quality guarantee, in the cases of deceitful concealment of defects and for damages due to willful intent or gross negligence.
- 11.2 Ganter is also liable in the event of grossly negligent breach of obligations in accordance with statutory provisions; only in the case of breach of a non-cardinal obligation is liability limited to the foreseeable damages typical of the contract that could be expected to arise.
- 11.3 In cases of minor negligence, Ganter only accepts liability to the extent that cardinal contractual obligations are infringed. In this case, the liability is limited to the foreseeable damages typical of the contract that could have been expected to arise.
- 11.4 In other respects, Ganter is released from liability.
- 11.5 Cardinal contractual obligations are any that make the proper implementation of the contract possible in the first place, and compliance with which the other contractual party may usually rely on.
- 11.6 The foregoing exclusions and limitations on liability also apply in favor of bodies, legal representatives and other agents of Ganter.

## **12. Confidentiality and data protection**

- 12.1 Ganter is obligated to treat as confidential any personal and business data of the Customer that Ganter becomes aware of during its work for the Customer, unless the Customer has released Ganter from this obligation or there are legal obligation to disclose them, e.g., to authorities.
- 12.2 Ganter is obligated to treat as confidential and to use only for purposes of carrying out the order any knowledge of the Customer's business secrets and documents labeled as confidential obtained while carrying out the order – even after the order has been completed.
- 12.3 Ganter processes the Customer's data required to carry out the order in compliance with the applicable data protection provisions.

## **13. Applicable law; settlement of disputes**

- 13.1 The law of the Federal Republic of Germany applies.
- 13.2 The European Commission offers a platform for online dispute resolution at <https://ec.europa.eu/consumers/odr/> Ganter is not obligated to participate in a dispute resolution process before a consumer arbitration board and therefore will not participate in such a process.