

# Terms and Conditions for the Mail-Order Business

## Burkhard Reuter – Konstruktion und Musterbau

Effective from: November 1, 2008

### 1. Scope

The General Terms and Conditions (GTC) as amended apply to the regarding latest version for the business relationships between the company Burkhard Reuter Konstruktion & Musterbau (BR K&M) and purchasers of goods for delivery by BR K&M. Other conditions of the purchaser are hereby excluded.

### 2. Contract

By submitting an order via control element ("button") on the website "Reuter-Elektronik.com", via e-mail or via fax, the purchaser submits an offer for the conclusion of a sales contract to BR K&M. By submitting the order, the purchaser acknowledges these terms and conditions in the regarding current version at the time of the order. The purchaser then receives a confirmation via e-mail or fax, which solely informs the customer about the receipt of the order. BR K&M is not obliged to accept the order.

A contract for the delivery of the ordered goods is only achieved upon the shipment of the goods (transfer to a transport company). Delivery dates that are mentioned in the order confirmation are non-binding, unless they are explicitly specified by BR K&M to be binding for a particular day.

### 3. Right of Withdrawal

If the purchaser is a consumer as defined under Section § 13 of the German Civil Code (natural person without commercial or independent professional purpose of the order), he can revoke his order within a period of two weeks after the receipt of the ordered goods without giving reasons in written form, via fax, via e-mail or by returning the goods. Timely dispatch is sufficient to comply with the deadline. Purchasers with commercial or independent professional initiative of the order -entrepreneurs- cannot revoke the order without the approval of BR K&M.

The instruction about the right of withdrawal is deemed effected with the order. After exercising the right of withdrawal, the product must be returned immediately to BR K&M. The return of the goods must take place undamaged, without signs of wear, and if possible in their original packaging. If the goods are damaged when delivered to the purchaser or the delivery by BR K&M has been performed incorrectly, BR K&M will bear the costs of the return. The right of withdrawal does not apply in case of goods that are manufactured according to the purchaser's specification, in particular when the goods have been manufactured according to the individual requests of the purchaser.

### 4. Delivery and Transfer of Risk

Deliveries are made exclusively to a delivery address within the Federal Republic of Germany, as specified in the order. Delivery date is the day of delivery of the goods to a transport company. In case of delayed delivery, the statutory right of withdrawal of the purchaser remains unaffected, but requires that BR K&M is responsible for the delay. The purchaser is obliged, upon request, to declare within a reasonable period after the deadline if he withdraws from the contract due to delayed delivery or if he insists on the delivery.

With the delivery of the ordered goods to a consumer, the risk is passed on to him. In case of business customers it is passed at the point of delivery of the goods to a transport company. BR K&M is obliged to provide insurance for the transport at the request and own expense of a business customer.

## **5. Prices and Payments**

Only the price indications of BR K&M at the time of ordering are applicable to the order. All prices include the legal value added tax. Possible added costs for packaging, transport, insurance and cash on delivery fees are separately shown and also include the legal value added tax.

The price for the ordered goods plus the cost of packaging, transport, insurance and cash-on-delivery fees is due for payment at the point of transfer of the goods to the consumer. The payment is effected by cash on delivery.

Payment can also be made in advance via bank transfer to a designated BR K&M bank account. In this case, no cash on delivery fees will be charged. BR K&M is obliged to deliver the goods immediately to a transport company after the approval of the payment receipt. If the delivery is delayed by more than 3 business days after crediting the payment and BR K&M is responsible for the delay, the purchaser can raise a claim for reimbursement of interest. For payments received before a specified delivery date by BR K&M, no repayment of interest for the period of up to 3 business days after the promised delivery date will be granted.

A delivery can be made by BR K&M with the creation of an invoice that has to be paid after delivery. In this case, the date of payment accounted on the invoice applies as binding deadline until the receipt of payment to the bank account designated by BR K&M. BR K&M reserves the right to charge interest from the 14th day of default.

Payment retention and offset against claims of the purchaser are only possible with the consent of BR K&M or with legally established claims.

## **6. Retention of Title**

The delivered goods remain the property of BR K&M until the purchaser has completely settled all outstanding claims in connection with the ordered goods. A pledge, chattel mortgage, processing or reconfiguration prior to the transfer of ownership is not allowed without the expressive consent of BR K&M.

## **7. Warranty**

BR K&M is liable for defects in the goods in accordance with statutory provisions, provided BR K&M is responsible for a factual and legal defect, the cause of which had already been given at the time of transfer of risk. BR K&M is only liable for product features that are documented in the description of the product. A specific application result is not guaranteed by BR K&M.

Claims for defects by consumers expire within 24 months from the receipt of the goods by the purchaser. Timely dispatch is sufficient to meet the deadline for the complaint.

In a commercial transaction with companies, BR K&M grants a period of 14 days from the date of shipment to verify that the goods are free of defects and to send a written notification of any defects. Otherwise, the assertion of the warranty claim is excluded. Timely dispatch is sufficient to meet the deadline for the complaint. In this case, the purchaser takes the burden of proof for all eligibility claims, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the complaint.

In the case of complaints, the purchaser's payments may only be withheld to an extent that is in a reasonable proportion to the defects that occurred, if the purchaser's claims are undisputed or have been legally ascertained.

## **8. Limitation of Liability**

BR K&M is liable according to statutory provisions if the purchaser asserts claims for damages or reimbursement of expenses claims, which are based on intent or gross negligence on the part of BR K&M or his agents or the culpable breach of an essential contractual obligation, and in cases of injury to life, body or health.

By using goods contrary to the usage instructions in the documentation, BR K&M is not liable for any damage to the goods or for other damages caused by misuse. The mandatory provisions of the product liability law remain unaffected.

A further liability for damages is excluded. In particular, BR K&M is not liable for damages resulting from the use of the information on the website "Reuter-Elektronik.com", the non-availability of information, the contents of websites that are accessible through links and for optional, provided software.

## **9. Place of Performance, Place of Jurisdiction, Applicable Law**

The legal relationship between BR K&M and the purchaser shall be subject exclusively to the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on the International Sale of Goods (CISG) and the rules of private international law.

The place of fulfillment for deliveries and payments is the head office of BR K&M. The place of jurisdiction is, if the purchaser does not have a domicile or habitual residence in the Federal Republic of Germany, also the head office of BR K&M. BR K&M is also entitled to sue the purchaser at his general place of jurisdiction.

## **10. Legal Validity**

If sections or individual formulations of this text do not, no longer or not completely correspond to the current legal situation, the remaining parts of the document remain unaffected in their content and validity.

## **11. Privacy Policy**

The personal data transmitted to BR K&M will be stored and used only within the business relationships.