

I. Scope

- (1) Our terms and conditions apply to all orders and deliveries of movable property in accordance with the contract concluded between us and the customer.
- (2) Our products and services are exclusively intended for companies and partnerships with legal capacity which use the goods solely to carry out their commercial or freelance professional activity. On request, the customer shall confirm its status as a company in accordance with section 14 of the German Civil Code by sending us its VAT ID number.
- (3) Our terms and conditions apply exclusively; we do not accept any terms and conditions of the customer which contradict or deviate from our terms and conditions unless we have agreed explicitly and in writing that they shall apply. Our terms and conditions also apply if we provide or accept the service without reservation when aware of terms and conditions of the customer which contradict or deviate from our terms and conditions.

II. Contracting party, conclusion of the contract

- (1) The purchase agreement is concluded with AIRTEC-BRAIDS GmbH.
- (2) The presentation of the products on our website is not a legally binding offer. Instead, it is a non-binding online catalogue.
- (3) The customer's order is a binding offer which we can accept within one week by sending an order confirmation or delivering the goods. Quotations submitted by us in advance are non-binding.
- (4) Illustrations on our website are only a description of the product and do not give rise to any guarantee of characteristics.
- (5) We retain the copyright and property rights to technical requirement profiles, illustrations, drawings, calculations, designs, data carriers and other documents. They shall not be made accessible to third parties without our express written consent and shall be returned to us without prompting after the contract has been performed. The customer is obliged to keep strictly confidential all information it receives before, during or after the performance of the contract.

III. Prices and payment terms

- (1) Our prices do not include the rate of VAT applicable on the day of invoicing or shipping costs.
- (2) If the price has increased when the service is provided due to a change in the market price or an increase in the fees requested by third parties involved in the provision of the service, the higher price applies. If this price exceeds the agreed price by 20% or more, the customer is entitled to withdraw from the contract. This right shall be asserted as soon as the customer is informed about the higher price.
- (3) We reserve the right to exclusively carry out deliveries to customers unknown to us after receiving payment in advance or to make payment on invoice subject to a credit check.
- (4) Unless otherwise agreed, our invoices shall be paid without deductions within 30 days. If the customer defaults on payment, we are entitled to request statutory default interest. We reserve the right to provide evidence of further loss.
- (5) The customer is only entitled to a set-off if its counterclaims are recognised by declaratory judgement, uncontested or accepted by us. The customer is only authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship.
- (6) Claims against us may only be assigned with our written consent.

IV. Shipping and transfer of risk

- (1) Goods are delivered from stock. Delivery times can be found in the quotation and order confirmation. Unforeseen incidents and force majeure for which we are not responsible extend the delivery time accordingly.
- (2) The delivery method and route are at our discretion. If we comply with the customer's request for a different delivery route or method, the customer shall bear the additional costs incurred.
- (3) Risk shall be transferred to the customer as soon as the goods have left our distribution centre.
- (4) We are entitled to carry out reasonable partial deliveries.
- (5) In the event of a delay in acceptance by the customer, we are entitled to store the goods at the customer's expense.
- (6) Our liability if delivery is delayed is limited to a flat rate of compensation for delay of 0.5% of the value of the shipment for each full week of delay up to a maximum of 5% of the value of the shipment.

V. Retention of title

- (1) We retain the title to the goods until all claims against the customer have been satisfied, even if the goods themselves have already been paid for.
- (2) The customer shall inform us immediately of third-party execution measures on the goods subject to the retention of title and hand over the documents required for an intervention; this also applies to prejudices of any kind. The customer shall bear our costs if intervention is required and the third party is unable to refund them.
- (3) By way of security, the customer shall assign to us at this point any claims against its customers arising from the aforementioned transactions until all our claims are satisfied in case the goods subject to the retention of title are sold on.
- (4) If the value of the security exceeds our claims against the customer by more than 20%, we shall release the corresponding amount of securities to which we are entitled on the customer's request and at our discretion.

VI. Warranty

- (1) Unless expressly agreed otherwise below, statutory warranty rights apply.
- (2) The customer is obliged to examine the delivered goods and test them for their intended use. Obvious defects shall be reported to us in writing immediately after delivery. The customer shall submit complaints about defects which only become clear at a later date in writing as soon as the defects are discovered. If it does not do this, the goods shall be deemed accepted. Warranty claims for defects which could have been prevented if the function of the goods had been properly tested for their intended use are excluded.
- (3) The goods which are the subject of the complaint about defects must be retained for us. Defects of the delivered goods shall be remedied by us within a period of one year of delivery having been informed accordingly by the customer. We shall remedy the defects either by reworking the goods free of charge or supplying a replacement at our discretion. If a replacement is supplied, the customer is obliged to return the defective goods to us. The statutory limitation periods for recourse claims in accordance with section 478 of the German Civil Code remain unaffected.
- (4) If the defect cannot be remedied within an appropriate period of time or the reworking must be considered a failure for other reasons, the customer can request a price reduction or – provided that the defect is substantial – withdraw from the contract at its discretion.
- (5) The customer shall not receive any warranties in the legal sense from us.

VII. Liability

- (1) Our liability for breaches of contractual obligations and tort is restricted to gross negligence and intent. This does not apply to physical injury and harm to the life and health of the customer, claims arising from breaches of material obligations, i.e. obligations arising from the nature of the contract which endanger the achievement of the purpose of the contract if they are breached, and compensation for loss due to delay. We are liable for every degree of responsibility in this regard.
- (2) The aforementioned exclusion of liability also does not apply to breaches of obligations by our auxiliaries due to slight negligence.
- (3) Provided that liability for damage not connected with physical injury or harm to the life or health of the customer has not been excluded in the event of slight negligence, such claims shall become statute-barred within a year of the claim arising.
- (4) The customer is responsible for examining and testing the goods for the purpose for which it intends to use them. We are not liable for damage which could have been prevented if the goods had been properly tested.
- (5) We are not liable for damage caused by the unsuitability of the goods for the use to which they are put by the customer, provided that this unsuitability could have been identified in proper tests of the goods, see also clause VI (2).
- (6) If the customer withdraws from the contract without cause or fails to fulfil its obligations under the contract, we are entitled to request 25% of the order amount by way of compensation. Both parties reserve the right to assert claims for a verifiably different loss.

VIII. Final provisions

- (1) The place of payment and performance is our headquarters.
- (2) German law applies exclusively. The UN Convention on Contracts for the International Sale of Goods does not apply.
- (3) The sole place of jurisdiction is the competent court of our headquarters.