

General Terms and Conditions of arnotec GmbH

General

1. All legal relationships with arnotec GmbH represented by its Managing Director Frank Arnold
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E-Mail info@arnotec.de

(hereinafter referred to as "arnotec")

are governed by these General Terms and Conditions in their version applicable at the time a contractual relationship is established. The statutory provisions apply, unless provided for otherwise in these General Terms and Conditions.

- Any general terms and conditions on the part of the other contracting party that conflict with the General Terms and Conditions of arnotec or that claim to take precedence over them or set them aside will not form part of an agreement, unless arnotec expressly approves of their application in writing.
- In the case of doubt, the General Terms and Conditions of arnotec shall be deemed applicable upon acceptance of a contractual delivery or performance rendered by arnotec.
- Any collateral agreements and modifications or amendments to an Agreement between the parties are only legally effective if made in writing. The same applies for a waiver of this written form requirement.
- arnotec reserves its proprietary and copyrights to cost estimates, drawings and other documents. They must not be made accessible to third parties without arnotec's consent.
- A consumer in the meaning of the following provisions is an individual conducting a legal transaction that does not predominantly relate to a commercial or business activity conducted by him/her. A business is an individual, a legal entity or a partnership with legal capacity, who or which conducts a legal transaction for business or commercial purposes.

Establishment of a contract

- arnotec is not bound by the information provided in price lists, advertising materials, technical specifications or other similar documents, unless agreed otherwise. Customer requests for an offer to be submitted by arnotec are non-binding. arnotec will submit a written offer to the customer (i.e. by email), which is non-binding unless expressly agreed otherwise.
- A contract between arnotec and the customer incorporating the General Terms and Conditions of arnotec is established by
a) the customer's written acceptance of a non-binding offer from arnotec, or
b) in the case of an order placed by the customer (offer to enter into a contract by the customer, in particular an order placed via arnotec's online shop), by arnotec declaring its acceptance explicitly or by way of a conclusive act, such as delivery of the ordered goods to the customer.
- To place an order, customers may either register a customer account at www.arnotec.de or place orders as a guest user without registration. The customer's name, address, email address and payment information is required for either ordering option.
- The customer may select from prepayment, PayPal or payment on account, unless a different payment option has been agreed between the parties.
- Before submitting a binding order, the customer may review and correct his information by using his/her browser's "Back" button to navigate to the page collecting the respective information. The customer may also abandon an ordering process by closing his internet browser.
- Storage of the contract wording: arnotec will store the contract wording electronically and send the customer an email with the order details and arnotec's General Terms and Conditions. arnotec's General Terms and Conditions are also available online at <http://www.arnotec.de/agb>.
- The customer shall be bound by a firm order for a period of 4 weeks from the date the order was submitted.
- The order processing and provision of all particulars pertaining to the contract will be based on partly automated communication via email. The customer must therefore ensure that his email address stored in arnotec's systems is accurate, that he is technically able to receive these emails and that the emails are not blocked by a spam filter.

Delivery

- arnotec may make partial deliveries in any quantity it deems reasonable.
- In the case arnotec accepts returns on the basis of goodwill, we are entitled to charge a restocking fee of 15% of the value of the returned goods. The minimum charge is EUR 15.00 excluding value-added tax.
- arnotec will contract with freight carriers to ensure reliable shipment of the goods ordered by the customer.
- arnotec is entitled to defer performance of a contract in the case of a force majeure event, such as legitimate industrial action on our company or other companies delivering materials to us, acts of war, etc.
- If the customer is a consumer, the law stipulates that the in-transit risk of accidental destruction and accidental deterioration of the purchased goods only passes to the customer upon delivery of the goods to the customer, regardless of whether the shipment is insured or uninsured. This does not apply if the customer has arranged for shipment with a different freight carrier than the one designated by arnotec, or if the customer has contracted the shipment to another third party. Customers who are a business shall bear the risk of shipment and delivery.
- arnotec is not required to insure the shipment or delivery. If the parties agree for the delivery or performance to be covered by insurance, the resultant costs shall be borne by the customer.
- Deliveries and performances shall be rendered at the agreed place of performance, unless provided for otherwise.
- The risk of accidental destruction, deterioration or damage to the delivery shall pass to the customer upon arnotec surrendering the delivery or performance to the freight carrier.
- arnotec will select the freight carrier, shipment method and packaging at its sole discretion.
- Information on shipping conditions can be found on our website.

Prices / payment

- arnotec may rescind already agreed payment terms and require prepayment for future deliveries if it possesses information casting doubts about the creditworthiness of the customer or in the event of a significant deterioration of the customer's financial position. Agreed payment terms are automatically rescinded and all claims of arnotec fall due for immediate payment in the event the customer files for insolvency or if a petition for insolvency proceedings is made; arnotec is in these cases also entitled to recover any goods that have been delivered but are not paid for.
- The prices valid at the time of placing the order apply. Due to the increased processing effort, small orders are subject to a surcharge for small

quantities:

Surcharge for orders of less than 30 Euro net: 10.00 Euro.

The customer is expressly notified of this surcharge before submitting his order.

- arnotec may charge a higher handling fee for deliveries requiring special handling (i.e. bulky goods, express orders, unit loads).

- Prices for private customers listed in the online shop are inclusive of all price components and the statutory value-added tax (MwSt). They do not include shipment. Prices for business customers listed in the online shop for business customers are net plus the statutory value-added tax (USt), plus shipping costs.

- The shipping costs are not included in the purchase price. They may be reviewed by clicking on a correspondingly labelled button on our website or are noted in the respective offer, are listed in a separate item during the order process and shall be borne by the customer, unless free shipping has been agreed for the order.

- The payment options available to a customer may be reviewed by clicking on a correspondingly labelled button on our website or are noted in the respective offer.

- Unless provided for otherwise for the individual payment options, all claims for payment stemming from a contractual relationship are due for immediate payment.

- First orders using the payment option on account placed by customers within Germany are limited to an amount of 500 Euro excluding value-added tax.

- Private customers may only select from prepayment via PayPal or bank transfer (including the transaction number specified on the order confirmation). Orders will be processed after receipt of payment.

- Orders placed from outside of Germany require the customer's value-added tax identification number for invoicing in accordance with the reverse charge procedure for VAT-free deliveries.

- We reserve the right to correct wrong pricing information due to inaccurate pricing data in our printed information or on our homepage, in particular in our cable configurator tool. arnotec undertakes to inform the customer of such an error prior to dispatching the order and grants the customer the right to rescind from the purchase contract without stating reasons.

Warranty and liability

- The statutory warranty rights apply.

- We reserve the right to the customary tolerances with regard to the specified characteristics of our products, unless we have expressly agreed to deliver to the precise specified characteristics.

- The following applies in departure from no. 1 and no. 2 for customers who are a business:

- Product specifications provided in brochures and in product information are approximations and are subject to technical changes. The specifications can therefore not be deemed a commitment to specific characteristics. Images show example products without making a commitment to any particular design.

- Information on recommended use are non-binding and do not release the customer from his obligation to inspect the goods on their suitability for the intended purposes, processes and proposed applications. The customer bears the sole responsibility for the application, use and processing of the purchased goods.

- The customer is obliged to inspect the goods promptly and with the customary prudence on any variations in quality and quantity and notify arnotec in writing of apparent defects within 7 days from receipt of the goods. The notice is deemed served in time if dispatched within the same period. The same period applies to concealed defects and commences upon the detection of a defect. Warranty rights are excluded if the customer fails to perform his obligation to inspect the goods and notify arnotec of defects.

- arnotec shall, at its sole discretion, remedy defects by either making subsequent delivery or improvement. If the defects cannot be remedied, the customer may either request a price reduction or rescind the contract. The remedial efforts shall be deemed failed after two unsuccessful attempts, unless the nature of the goods or the defect or other circumstances require a different approach.

- The warranty period is one year from delivery of the goods.

- arnotec will not bear any liability for damages caused by negligence. arnotec's liability for willful intent, grossly negligent conduct and injury to life, limb or health is expressly not excluded, the same applies accordingly for the liability limitations stipulated in no. 3.

- In the event arnotec is negligent in breaching a material contractual obligation, its liability for damages will be limited to the damage typically incurred for the respective type of business transaction. Material contractual obligations are obligations that render the proper performance of the contract possible in the first place and the observance of which the other contracting party is ordinarily entitled to rely on, or that arnotec is required to perform to the other contracting party under the contractual provisions.

- The preceding provisions on limited liability also apply to individuals for whose culpability arnotec is liable under the statutory provisions.
- In as far as arnotec grants a seller warranty, the respective particulars are provided for in the warranty conditions that come with the delivered item. Warranty claims are without prejudice to statutory claims/rights. They are invoked at the time the goods are dispatched from arnotec's premises.

Retention of title

- The customer is not entitled to offsetting or retention, unless the customer's claim has been established in final or confirmed by arnotec. The customer may only exercise its retention right to the extent his claims are based on the same contractual relationship.

- The goods remain the property of arnotec until full payment of the purchase price has been received.

- If the customer is a business, the following applies in addition to the preceding provision:

- arnotec retains title in the goods until full payment for all claims based on the continued business relationship have been satisfied. The customer is prohibited from pledging the goods subject to retention of title or using them as collateral prior to transfer of ownership.

- The customer is permitted to resell the goods in the ordinary course of his business. In doing so, the customer assigns all claims up to the invoice amount incurred from reselling the goods to arnotec, who accepts the assignment. The customer continues to be entitled to enforce the collection of these claims. To the extent the customer fails to perform his payment obligations, arnotec reserves the right to enforce such claims on behalf of the customer.

- Where the goods subject to retention of title are combined or amalgamated, arnotec shall acquire joint ownership in the new product in the proportion of the amount invoiced for the good subject to retention of title to the value of the other materials it was combined or amalgamated with at the time of processing.

- arnotec undertake to release any collateral it holds to the extent the amount recoverable from disposing such collateral exceeds the collateralised claims by more than 20%.

- In the event arnotec's deliveries or performances subject to retention of title are distrained by a third party, or if the customer makes a statutory disclosure of its financial position under insolvency law or if insolvency proceedings are commenced, the customer undertakes to immediately notify arnotec and to do all acts required to enable arnotec to enforce its rights and claims, in particular its right to retention of title. The customer shall promptly notify arnotec of any damage or loss events concerning the goods, a change in possession of the goods or a change of the registered office of the customer's company.

Communications and correspondence

- Upon placing an order, the customer accepts to be sent an email we will send to the customer as a confirmation immediately after placing an order.

- The customer's correct email address is required for completing the transaction safely and in its entirety. arnotec is not responsible or liable for any inaccurate or misspelt email address or inaccurate (mobile) telephone numbers or credit card details and is under no obligation to verify this information.

Resolution of disputes, jurisdiction

- All disputes from or relating to these General Terms and Conditions are governed by the law of the Federal Republic of Germany. The parties shall employ their best efforts to resolve a dispute by way of an amicable settlement. Where the parties fail to come to such amicable settlement, legal action shall be brought at the court holding statutory jurisdiction.

- The respectively applicable German legal standards shall regulate any issues not provided for in these General Terms and Conditions.

- This choice of law only applies in transactions with consumers and only to the extent the protection granted is not revoked by peremptory norm of the country in which the consumer has his habitual abode.

Contract language

German is the only contract language having legal effect.

Data protection and privacy

In discharge of § 28 of the Federal Data Protection Act (BDSG), arnotec discloses that it stores the data submitted by customers in computerised systems. arnotec will handle the data collected in accordance with the Federal Data Protection Act and the Telemedia Act.

arnotec will treat all data collected as strictly confidential. arnotec will not disclose the data to third parties and will not cause the customer to receive advertising communications from third parties. Further information on data protection and privacy can be found on our website.

German Packaging Ordinance

Notice pursuant to § 6 Section 1 of the German Packaging Ordinance: Pursuant to the German Packaging Ordinance, all sales packaging and product packaging delivered by arnotec are suitable for disposal into the German "Duales System" recycling scheme. Further information on collection points are available from your local municipality.

German Battery Ordinance

arnotec is required to provide its customers with the following information concerning the sale of batteries, rechargeable batteries or the delivery of devices that contain batteries or rechargeable batteries:

The law imposes an obligation on consumers to return used batteries/rechargeable batteries to approved collection points. They may be returned free of charge to our warehouse (sender address). The symbols depicted on the batteries have the following meanings:

A symbol with a garbage bin and a cross over it means that these batteries/rechargeable batteries are prohibited from being disposed into household garbage.

Pb = contains lead in excess of 0.004 percent by weight

Cd = contains cadmium in excess of 0.002 percent by weight

Hg = contains mercury in excess of 0.0005 percent by weight.

Please take note of the instructions provided above.

Exclusion of liability for third party links

The webpages of arnotec may contain links to other webpages on the internet. arnotec expressly states that it holds no influence over the design and content of the linked pages. arnotec therefore expressly distances itself from any content displayed on any third party webpage linked to from www.arnotec.de / www.koax24.de / www.litze24.de / www.diamantlift.de and does not endorse any such content. This statement covers all links displayed on any arnotec website and for all content displayed on pages linked to from any arnotec website.

Copyright

All information and services made available on the website [arnotec.de](http://www.arnotec.de) are protected by copyright. Reproduction is only permitted with the express written or text-based consent of arnotec or the respective copyright owner.

Amendment of these General Terms and Conditions

- arnotec reserves the right to amend these General Terms and Conditions as required. arnotec will publish any amended General Terms and Conditions on its website www.arnotec.de at least 8 days prior to their effective date.

- These General Terms and Conditions may only be amended with a shorter notice period for the purpose of correcting errors, if the amendment is for the benefit of the consumer or if it is required under statutory provisions.

Other provisions

- Declarations and collateral agreements are only legally effective if made in writing. The parties acknowledge that the written form requirement is satisfied by sending an email.

- Complaints should be submitted in writing to arnotec GmbH, Grünhutstrasse 7, 76187 Karlsruhe, Germany, Fax +49 721 605710-39, email info@arnotec.de.

- By placing an order, the customer confirms to have read and understood these General Terms and Conditions, that he accepts to be bound by them without limitations, that he agrees with the data protection/privacy provisions and that he consents to the administration of his personal data collected at the time of placing an order.

Validity of these General Terms and Conditions

The provisions stipulated in these General Terms and Conditions apply from 15 January 2019 until further notice or until the effective date of an amendment.