

General Terms & Conditions (Germany and EU) for the online shop of www.limatec-onlineshop.ch

1. General

1.1. The following Terms & Conditions of Contract shall apply to all contracts concluded with the customer (hereinafter called the CUSTOMER) via the online shop of LIMATEC AG, Kreuzlingerstrasse 71, CH-8590 Romanshorn (hereinafter called the VENDOR) on the domain www.limatec-onlineshop.ch).

1.2. These Terms & Conditions of Business contain special rules for customers who are traders as defined in Section 14 of the German Civil Code (BGB) (hereinafter called TRADERS). These special clauses for commercial transactions are marked by a specific reference to TRADERS and shall not apply to business with consumers as defined in Section 13 of the German Civil Code.

1.3. The VENDOR will not recognise differing terms and conditions of business issued by the Customer, unless the VENDOR has agreed thereto expressly and in writing.

2. Conclusion of contract

2.1. By clicking the corresponding button, the Customer can place the items he wants in the shopping basket and then, by clicking on the shopping basket, initiate the order process. As part of the order process the CUSTOMER must enter the required contact details for shipment and for payment and conclude the order by clicking on the button "Order for payment".

2.2. The CUSTOMER can correct incorrect entries, in particular items placed in the shopping basket by mistake, by entering the desired quantity in the shopping basket and clicking the available buttons. During the order process, the CUSTOMER can correct incorrect entries in the various steps by clicking the browser's "forward" and "back" buttons and navigating to the particular step.

2.3. The presentation of products in the online shop represents a non-binding invitation to the CUSTOMER to place an order. By placing the order the CUSTOMER makes a binding offer to conclude a contract for the items contained in the shopping basket. The VENDOR shall immediately confirm receipt of the order automatically by e-mail. Contractual relations shall be created by virtue of this automated confirmation.

2.4. The purchase contract shall be created with LIMATEC AG, Kreuzlingerstrasse 71, CH-8590 Romanshorn.

2.5. The language of the contract shall be German.

3. Storage of contract text

The text of the contract shall be saved by the VENDOR. The order details shall be sent to the CUSTOMER separately in text form (e-mail). These Terms & Conditions of Business may also be downloaded in the online shop and printed out.

4. Right of cancellation

Consumers have a legal right of cancellation. The statutory regulations governing any existing right of cancellation are contained solely in the Notice of Cancellation, which can be called up by the Customer in the course of the order process.

5. Prices and shipping charges

5.1. The prices in force on the day of order shall apply, as displayed in the online shop.

5.2. The prices displayed in the online shop are in Euro and contain statutory VAT. The VAT will be calculated in the course of the order process and displayed in the shopping-basket overview prior to order.

5.3. The prices displayed in the online shop do not include the shipping costs of packaging and carriage. Shipping costs will be calculated in the course of the order process and displayed in the shopping-basket overview prior to order.

5.4. For all orders and deliveries abroad an all-inclusive shipping charge will be calculated in accordance with the Table of Shipping Costs which can be called up in the online shop. The all-inclusive charge for shipping abroad can likewise be viewed in the shopping basket prior to dispatch of order.

5.5. If deliveries are made across borders, further taxes (e.g. in case of an intra-Community acquisition) and/or charges (e.g. customs) may be payable by the CUSTOMER.

6. Terms & Conditions of Payment

6.1. The VENDOR will accept only the methods of payment offered in the online shop during the order process. The CUSTOMER shall select the method of payment which he prefers from among the methods of payment available.

6.2. If a delivery is made cash-on-delivery, the CUSTOMER must make payment of the purchase price plus delivery and shipping costs in cash at the time of delivery to the transport company carrying out the shipping. The cash-on-delivery charge shall be stated in the list of shipping charges.

6.3. If a delivery is being made against advance payment by bank transfer, the CUSTOMER must transfer the payment of the purchase price plus any due postage and packaging costs to the SELLER before delivery. If a payment is made within 8 days from the invoice date, the CUSTOMER is granted a discount of 5.0% of the net invoice sum. The delivery is made after the complete invoice sum is received in the SELLER's account.

6.4. If a delivery is made against payment by credit card, the CUSTOMER, by virtue of stating his credit-card details, issues an authorisation to charge the full amount of the invoice including delivery and shipping costs when due via his credit-card company. In this case the charge will be effected upon confirmation of order.

6.5. If a payment is made by PayPal, the CUSTOMER must have a PayPal account and identify himself, using his access data. The CUSTOMER must then go through the PayPal payment process and effect payment to the VENDOR.

6.6. CUSTOMERS that are ENTREPRENEURS as defined in section 14 of the German Civil Code (BGB) have the right to set-off only if the counterclaims have been recognised by declaratory judgement, are uncontested or have been recognised by the SELLER or if the SELLER's claims are based on the same legal relationship. This prohibition of set-off does not apply to CUSTOMERS that are consumers as defined by section 13 of the German Civil Code (BGB).

6.7. The CUSTOMER shall be entitled to rights of offset only if his counterclaims have been finally confirmed at law, are undisputed, or are recognised by the VENDOR. The CUSTOMER shall only be entitled to exercise a right of retention, including a right arising from complaints, if his counterclaim is based on the same contractual relation.

7. Terms & Conditions of Delivery and Shipping - information for calculating delivery deadline

7.1. The merchandise is delivered, unless otherwise agreed with the CUSTOMER, via post (parcel, small package, letter, forwarding company, etc.) to the delivery address entered in the order by the CUSTOMER.

7.2. All deliveries are kerbside deliveries.

7.3. The delivery time is stated separately next to the particular item or in the product description on the item page.

7.4. The delivery time stated on the product page shall begin in case of advance payment on the working day following the CUSTOMER'S payment order to the bank making the transfer, or in the case of all other orders on the working day following the day on which the contract is concluded.

7.5. Risk of contingent loss and contingent deterioration of the goods purchased shall, if delivery is made to traders, pass upon handover to the latter themselves or to a person authorised to take receipt; in case of a contract of sale involving carriage of goods it shall already pass upon outgoing delivery of goods to a suitable carrier. In the case of deliveries to consumers, risk of contingent loss and contingent deterioration of goods purchased shall, pursuant to Section 446 of the German Civil Code (BGB), pass to the consumer upon handover of goods to the same. With regard to transfer of risk, it shall be equivalent to handover if the CUSTOMER is in arrears of acceptance.

7.6. Orders and deliveries are only offered to and in Germany and to the countries stated in the online shop and/or in the Table of Shipping Charges.

7.7. Should deliveries be delayed, the VENDOR shall inform the CUSTOMER immediately.

7.8. If the forwarding agent returns the purchased item to the SELLER because it was not possible to deliver it successfully, the CUSTOMER bears the costs for a second delivery. This does not apply if

the CUSTOMER, in parallel to the declined acceptance, exercised a right to cancellation or is not responsible for the situation that made delivery impossible or if the CUSTOMER was prevented from accepting the delivery temporarily, except where the SELLER had given the CUSTOMER adequate notice of the delivery.

8. Reservation of title

8.1. The VENDOR hereby reserves title to the goods sold until payment of the purchase price in full.

8.2. Goods subject to reservation of title must not be pledged to third parties prior to full payment of the secured receivables, nor shall they be assigned as security. The CUSTOMER must notify the VENDOR immediately if and when any distraints are made against the VENDOR'S goods.

8.3. Should the CUSTOMER be in breach of contract, in particular by failure to pay the due purchase price, the VENDOR shall be entitled, pursuant to statutory regulations, to withdraw from the contract and to demand surrender of goods on grounds of reservation of title. Should the CUSTOMER fail to pay the due purchase price, the VENDOR may only claim these rights if the CUSTOMER has been set a reasonable period of grace for payment in advance to no avail, or it is not legally necessary to set such a period of grace.

9. Guarantee, liability for defects, duty of complaint

9.1. Rights in cases of defective goods shall be governed by statutory regulations.

9.2. The statutory guarantee period of 2 years following transfer of risk in the item purchased shall apply to CUSTOMERS who are not traders under the terms of Section 13 of the German Civil Code (BGB).

9.3. The VENDOR therefore asks the CUSTOMER to inspect the goods delivery received to ascertain any damage in transport and also to check the goods so delivered after the packaging has been opened. Should goods be delivered having suffered obvious damage in transport, the CUSTOMER is asked to complain of these to the carrier concerned and to make contact with the VENDOR immediately, in writing if possible. This is necessary to bring claims against freight forwarders, transport and shipping operators. The CUSTOMER is likewise asked, to report incomplete deliveries immediately to the operator. Delay in carrying out the aforesaid inspection, check and complaint, or in contacting and notifying the VENDOR, shall have no legal consequences for the CUSTOMER or his legal rights, e.g. rights of guarantee.

9.4. The Vendor shall have a duty to pay the expenses required for the purpose of subsequent fulfilment. Increased costs caused by the CUSTOMER , e.g. through improper removal of the goods to a location other than the place of fulfilment, shall entitle the VENDOR to refuse the method of subsequent fulfilment desired by the CUSTOMER on grounds of disproportionate cost. The CUSTOMER must provide the goods at kerbside of the place of fulfilment for the purpose of subsequent fulfilment by the VENDOR.

9.5. Damage caused though acts by the CUSTOMER which are improper or contrary to contract in storing, erecting, assembling, connecting, installing, operating or using the goods cannot ground any claims against the VENDOR. Whether the act in question is improper or contrary to contract shall be determined in particular by the Vendor's public statements, those of the manufacturer or his vicarious agents.

9.6. Should the CUSTOMER send goods for repair to the VENDOR, and should the damage or other changes to the goods, or deterioration thereof, not involve material defects which trigger statutory claims of warranty or guarantee against the manufacturer, the requisite charges for cost estimates, repairs and similar expenses must be reimbursed by the CUSTOMER to the VENDOR. This shall only apply if the CUSTOMER recognises, or has negligently failed to recognise, that no material defect is present, but that the symptom behind which he suspects a defect lies in his area of responsibility.

9.7. Claims for defects from ENTREPRENEURS that are merchants ("Kaufleute") as defined in the German Commercial Code (HGB) are only valid if said ENTREPRENEURS have duly fulfilled their duties to examine goods and give notice of defects pursuant to section 377 HGB without delay, no later than 14 calendar days following receipt of the merchandise, and have provided notification of a visible defect. If ENTREPRENEURS discover a hidden defect, they are obliged to give notice of said defect without delay, by sending notification no later than within 14 days after discovery of the defect. If no defect notification is given in due time, the merchandise is deemed accepted by the CUSTOMER notwithstanding the defect. This obligation to give notice of defects does not apply to CUSTOMERS that are consumers as defined by section 13 of the German Civil Code (BGB).

9.8. The limitation period for claims for defects made by ENTREPRENEURS is 12 months following the transfer of risk to the ENTREPRENEUR. This reduction of the guarantee obligation does not apply to CUSTOMERS that are consumers as defined by section 13 of the German Civil Code (BGB).

10. Liability

10.1. Claims by the CUSTOMER against the VENDOR for damages or compensation for useless expenditure, outside the law of guarantee, shall be governed by these provisions irrespective of the legal nature of the claim.

10.2. Liability by the VENDOR, on whatever legal grounds, is hereby excluded, unless the cause of loss of damage is due to deliberate intention and/or gross negligence by the VENDOR, its staff, its representatives or its vicarious agents. Insofar as liability by the VENDOR is excluded or restricted, this shall also apply to personal liability by the VENDOR'S employees, representatives or vicarious agents. The VENDOR'S liability under the product Liability Act shall not be affected hereby (Section 14 of the Product Liability Act (ProdHG)).

10.3. The VENDOR shall be liable pursuant to statutory provisions for loss arising from damage to life, limb or health due to a deliberate, grossly negligent or negligent breach of duty by the VENDOR or a representative or vicarious agent of the VENDOR.

10.4. Insofar as the VENDOR breaches at least negligently an essential contractual duty, i.e. a duty compliance with which is of particular importance for attainment of the contractual purpose (essential

or cardinal contractual duty), liability shall be restricted to the loss typically incurred, i.e. to such loss as must be typically expected under the contract. An essential or cardinal contractual duty in the foregoing sense shall be a duty without fulfilment of which the due and proper execution of this contract is not possible at all and on compliance with which the CUSTOMER regularly relies and may rely.

11. Data storage and data protection

The provisions of the Data Protection Declaration on the internet site www.limatec-onlineshop.ch shall apply exclusively.

12. Notice pursuant to Art. 14 ODR Regulation

12.1. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on the International Sale of Goods.

12.2. Consumers who do not conclude the contract for professional or commercial purposes shall be governed by the foregoing election of law only insofar as they are not deprived, by compulsory provisions of the law of the country in which the consumer has his normal place of residence, of the protection which they have been granted.

12.3. If the CUSTOMER is a merchant, legal entity under public law or special public asset, the sole place of jurisdiction for all disputes arising from this contract shall be the VENDOR'S registered place of business in CH-8580 Romanshorn.

12.4. The same shall apply if the CUSTOMER is a trader and has no general place of jurisdiction in Germany or his domicile or usual place of residence is unknown at the time when the claim is brought. The VENDOR'S right to sue before a court at another legal place of jurisdiction shall not be affected hereby.

Romanshorn, 2018