

General Terms and Conditions

relating to orders placed with Bertele Metalltechnik GmbH and via the Bertele Metalltechnik online shop

1. Scope of application

For all deliveries, services and offers from us directly or via our online shop (www.bertele-metalltechnik.de/en/shop) the following Terms and Conditions apply. They shall also apply if we carry out the delivery or service to the customer without reservation in the knowledge that the customer's Terms and Conditions conflict with or deviate from our Terms and Conditions of Sale. Agreements and terms of business that deviate from our Terms and Conditions shall only become part of the contract if they have been expressly confirmed by us in writing. These General Terms and Conditions apply only to business transactions with entrepreneurs within the meaning of Section 14 BGB [German Civil Code].

2. Parties to the contract, conclusion of contract

The purchase contract is concluded with Bertele Metalltechnik GmbH. We can accept direct orders or orders placed outside the online shop within fourteen (14) days of receipt. Our offers are always subject to change and non-binding.

By placing the products in the online shop, we make a binding offer to conclude a contract for these articles. You can initially place our products in the shopping basket without obligation and can correct your entries at any time before placing your binding order by using the correction aids provided and explained in the order process. The contract is concluded by clicking on the order button ("Buy now") and accepting the offer for the goods contained in the shopping basket. Immediately after sending the order, you will receive further confirmation by email.

The language available for concluding the contract is German.

We save the text of the contract and send you the order data and our Terms and Conditions by email. You can also view and download our General Terms and Conditions at any time at www.bertele-metalltechnik.de/en/general-terms-and-conditions. You can view your previous orders by using our customer login.

3. Terms of delivery

Shipping costs are added to the stated product prices. You will find more details about the amount of the shipping costs in the offers.

We only deliver by shipping. Unfortunately, customers cannot pick up the goods themselves.

We do not deliver to "Package stations".

4. Payment

Both for orders placed directly and via our online shop, payment is made on account. Invoice amounts are to be paid within 30 days without deduction.

5. Right of withdrawal

No voluntary right of withdrawal is granted.

6. Retention of title

The goods remain our property until we have received payment in full. We reserve ownership of the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the reserved goods in the ordinary course of business. You assign to us, in advance, all claims arising from this resale – irrespective of any combining or mixing of the reserved goods with a new item – to the amount of the invoice amount, and we hereby accept this assignment. You remain authorised to collect the claims, but we may also collect claims ourselves if you do not meet your payment obligations.

7. Damage in transit

The risk of accidental loss and accidental deterioration shall pass to you as soon as we have delivered the goods to the forwarding agent, the carrier or any other person or institution charged with carrying out the shipment. Among merchants, the obligation to examine and give notice of defects regulated in Section 377 HGB [German Commercial Code] applies. If you fail to make the notification regulated there, the goods shall be deemed to have been approved, unless it concerns a defect that was not visible during inspection. This shall not apply if we have fraudulently concealed a defect.

8. Warranty and guarantees

The limitation period for warranty claims is one year as of the transfer of risk. The statutory limitation periods for the right of recourse according to Section 478 BGB [German Civil Code] remain unaffected.

If the delivered item is defective, we shall initially meet our warranty obligation, at our discretion either by eliminating the defect (rectification of defects) or by delivering a defect-free item (delivery of a replacement).

The above restrictions and shortening of time limits do not apply to claims based on damage caused by us, our legal representatives or vicarious

agents

- in the event of injury to life, body or health
- in the event of intentional or grossly negligent breach of duty and fraudulent intent
- in the event of a breach of material contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the party to the contract may regularly rely (cardinal obligations)
- within the framework of warranty, if agreed upon
- insofar as the scope of application of the product liability law has been established.

9. Liability

For claims based on damage caused by us, our legal representatives or vicarious agents, we are always liable without limitation

- in the event of injury to life, body or health
- for an intentional or grossly negligent breach of duty
- for issues within the framework of warranty, if agreed upon
- insofar as the scope of application of the product liability law has been established.

In the event of a breach of material contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, on the part of our legal representatives or vicarious agents, liability shall be limited to the amount of the damage foreseeable at the time the contract was concluded, the occurrence of which must typically be expected.

In all other cases, claims for damages are excluded.

10. Online dispute resolution

Online dispute resolution according to Art. 14 (1) Regulation (EU) No 524/2013 of the European Parliament and of the Council: the European Commission provides a platform for online dispute resolution (OS), which can be found at <http://ec.europa.eu/consumers/odr/>.

11. Final Provisions

The law of the Federal Republic of Germany applies, excluding the UN Sales Convention.

If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between you and us is our registered office.