

General Terms and Conditions of the company Wörner Automatisierungstechnik GmbH

§ 1 General - Scope of validity

1. the terms and conditions apply to all current and future business relationships.
2. consumers within the meaning of the terms and conditions are natural persons with whom a business relationship is entered into without a commercial or independent professional activity being attributable to them. Entrepreneurs within the meaning of the Terms and Conditions are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who are acting in the exercise of a commercial or independent professional activity. Customers within the meaning of the Terms and Conditions are both consumers and entrepreneurs.
3. deviating, conflicting or supplementary General Terms and Conditions shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing.

§ 2 Conclusion of contract

1. Our offers are subject to change. We reserve the right to make technical changes as well as changes in shape, color and/or weight within reasonable limits.
2. by ordering goods, the customer makes a binding declaration that he wishes to purchase the goods ordered. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. Acceptance can be declared either in writing or by delivery of the goods to the customer.
3. if the consumer orders the goods electronically, we shall confirm receipt of the order without delay. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt can be combined with the declaration of acceptance.
4. the conclusion of the contract is subject to correct and timely delivery to us by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular if a congruent hedging transaction is concluded with our supplier. The customer shall be informed immediately of the non-availability of the service. The consideration will be refunded immediately.
5. if the consumer orders the goods electronically, the text of the contract will be saved by us and sent to the customer by e-mail on request, together with these GTCs

§ 3 Delivery times

Delivery times apply from the date of our order confirmation and are approximate.

§ 4 Reservation of ownership

1. in the case of contracts with consumers, we reserve title to the goods until the purchase price has been paid in full. In the case of contracts with entrepreneurs, we reserve title to the goods until all claims arising from an ongoing business relationship have been settled in full.
2. the customer is obliged to treat the goods with care. If maintenance and inspection work is required, the customer must carry this out regularly at his own expense.
3. the customer is obliged to notify us immediately of any access to the goods by third parties, for example in the event of seizure, as well as any damage to or destruction of the goods. The customer must notify us immediately of any change of ownership of the goods or of his own change of residence.
4. we are entitled to withdraw from the contract and demand the return of the goods in the event of breach of contract by the customer, in particular in the event of default in payment or breach of an obligation under clauses 3 and 4 of this provision.
5. the entrepreneur is entitled to resell the goods in the ordinary course of business. He hereby assigns to us all claims in the amount of the invoice amount which accrue to him against a third party as a result of the resale. We accept the assignment. After the assignment, the entrepreneur is authorized to collect the claim. We reserve the right to collect the claim ourselves as soon as the entrepreneur does not properly fulfill his payment obligations and is in default of payment.
6. the handling and processing of the goods by the entrepreneur shall always be carried out in our name and on our behalf. If the goods are processed with items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods supplied by us in relation to the other processed items. The same shall apply if the goods are mixed with other objects not belonging to us.

§ 5 Compensation

1. the purchase price offered is binding [possibly limited in time]. The purchase price does not include statutory value added tax. Unless otherwise stated in the order confirmation, our prices are "ex works" excluding packaging; this will be invoiced separately. Return of packaging is excluded. The customer shall not incur any additional costs when ordering by means of distance communication. The customer may pay the purchase price by cash on delivery, invoice or credit card.
2. the customer undertakes to pay within 10 days of receipt of the goods with a 2% discount or net within 30 days of the invoice date. After expiry of this period, the customer shall be in default of payment. During the period of default, the consumer shall pay interest on the debt at a rate of 5% above the prime rate. During the period of default, the entrepreneur shall pay interest on the debt at a rate of 8% above the prime rate. We reserve the right to prove and assert a higher damage caused by default against the entrepreneur.
3. the customer shall only have a right of set-off if his counterclaims have been legally established or recognized by us. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.
4. the minimum order value is Euro 30.00 (excluding VAT). For orders that fall below the aforementioned amount, the minimum quantity surcharge shall be added to the order value by full euros to a minimum of EUR 30.00 (excluding VAT).

§ 6 Transfer of risk - packaging costs

1. the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon handover, in the case of sale by dispatch upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment.
2. unless otherwise stated in the order confirmation, delivery "ex works" is agreed. Transport packaging and all other packaging in accordance with the packaging regulations shall not be taken back, with the exception of pallets. The customer is obliged to dispose of the packaging at his own expense. If the customer so wishes, we shall cover the deliveries with transport insurance; the costs incurred in this respect shall be borne by the customer.
3. if the purchaser is in default of acceptance, this shall be deemed equivalent to handover.

§ 7 Warranty

1. we shall initially provide warranty for defects in the goods at our discretion by repair or replacement.
2. if the subsequent performance fails, the customer may, at his discretion, demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal). However, in the event of only a minor breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract.
3. obvious defects must be reported to us in writing within a period of two weeks from receipt of the goods; otherwise the assertion of the warranty claim is excluded. Timely dispatch shall suffice to meet the deadline. The customer shall bear the full burden of proof for all claim requirements, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.
4. if the customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, he shall not be entitled to any additional claim for damages due to the defect. If the customer chooses compensation for damages after subsequent performance has failed, the goods shall remain with the customer if this is reasonable. Compensation shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if we have maliciously caused the breach of contract.
5. The warranty period is one year from delivery of the goods, with the exception of wearing parts. This shall not apply if the customer has not notified us of the defect in good time (Clause 3 of this provision).
6. only the manufacturer's product description shall be deemed agreed as the quality of the goods. Public statements, promotions or advertising by the manufacturer do not constitute a contractual description of the quality of the goods.
7. if the customer receives faulty assembly instructions, we shall only be obliged to supply faultless assembly instructions and only if the fault in the assembly instructions prevents proper assembly.
8. the customer shall not receive any guarantees from us in the legal sense. Manufacturer warranties remain unaffected by this.

§ 8 Limitations of liability

1. in the event of slightly negligent breaches of duty, our liability shall be limited to the foreseeable, contractually typical, direct average damage according to the type of goods. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents. We shall not be liable to entrepreneurs for slightly negligent breaches of insignificant contractual obligations.
2. the above limitations of liability do not apply to claims of the customer arising from product liability. Furthermore, the limitations of liability shall not apply in the event of physical injury or damage to health attributable to us or in the event of loss of life of the customer.
3. claims for damages by the customer due to a defect shall become time-barred one year after delivery of the goods. This shall not apply if we can be accused of fraudulent intent.

§ 9 Final clauses

1. the law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. if the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office. The same shall apply if the customer does not have a general place of jurisdiction in Germany or if his place of residence or habitual abode is unknown at the time the action is filed. However, we are also entitled to sue the customer at the court of his place of residence.
3. should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

Date: June 13, 2019