



General Terms and Conditions of Hailo Werk Rudolf Loh GmbH & Co. KG for orders via the Online Shop

§ 1 Applicability

(1) These General Terms and Conditions (hereinafter: GTC) shall apply to all contracts concluded via our online shop, both in the area reserved for consumers ("Shop") and in the areas reserved for commercial customers ("Professional", "B2B Built-In Technology" and "B2B home & business") between us, Hailo-Werk Rudolf Loh GmbH & Co. KG, Daimlerstr. 8, 35708 Haiger (VAT ID: DE 111796644), represented by the managing directors Jörg Lindemann and Rainer Haupt, and you as our customer. The GTC apply regardless of whether you conclude the contract as a consumer, entrepreneur, or merchant.

(2) According to § 13 German Civil Code (BGB), a consumer is any natural person who concludes a legal transaction for a purpose that cannot be attributed to his or her commercial or independent professional activity.

(3) According to § 14 German Civil Code (BGB), an entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her commercial or self-employed professional activity.

(4) According to § 1 of the German Commercial Code (HGB), a merchant is a person who operates a commercial enterprise.

(5) The version of the GTC valid at the time of your order shall be decisive.

(6) Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the customer without reservation in the knowledge of the customer's general terms and conditions.

Hailo-Werk
Rudolf Loh GmbH & Co. KG
Daimlerstraße 8
D-35708 Haiger
Phone: +49(0) 27 73/82-0
Fax: +49(0) 27 73/82 12 39/82 13 00
E-Mail: info@hailo.de
www.hailo.de

Managing Directors:
Jörg Lindemann, Rainer Haupt
UST-ID-Nr. DE 111796644
Handelsregister: Wetzlar HRA 5103
Personally liable partner:
Hausgeräte GmbH D-35708 Haiger
HRB 3009

Deutsche Bank AG, Arnsberg
IBAN: DE97466700070514330000
BIC: DEUTDEW466
Sparkasse Dillenburg
IBAN: DE24516500450000082875
BIC: HELADEF1DIL

Commerzbank AG, Gießen
IBAN: DE36513800400903537000
BIC: DRESDEFF513
VR Bank Lahn-Dill eG, Dillenburg
IBAN: DE31517624340023726807
BIC: GENODE51BIK



§ 2 Conclusion of contract

(1) The presentation of goods and services in our online shop does not constitute a legally binding offer, but an invitation to order. This also applies if we have provided you with catalogues, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form.

(2) By clicking the "Complete Payment" button in the last step of the ordering process, you submit a legally binding offer to purchase or book the goods displayed in the order overview. Immediately after sending the order, you will receive an order confirmation, which, however, does not constitute an acceptance of your contractual offer. A contract between you and us will only be concluded as soon as we accept your order and/or booking by means of a separate e-mail or dispatch the goods.

(3) Unless otherwise stated in the order, we are entitled to accept your offer of contract within 2 weeks of its receipt by us; this shall not affect your right to revoke your order, if any, pursuant to § 5.

(4) The language provided for the conclusion of the contract is exclusively German. Translations into other languages are for your information only, including this translation of the GTC. In the event of contradictions between the German text and the translation, the German text shall take precedence.

(5) Insofar as you are an entrepreneur or merchant and we have agreed trade terms with your company in accordance with the International Commercial Terms (INCOTERMS), the INCOTERMS 2020 shall apply.

§ 3 Storage of the contract text

The terms of the contract with the details of the goods ordered by you, the prices and shipping options will be sent to you by e-mail with the acceptance of the contract offer. The e-mail also contains a link to these GTC and, if you are a consumer, the notification regarding your right of withdrawal ("Widerrufsbelehrung"), so that you have another opportunity to save them.

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§ 4 Force majeure

In the event of force majeure affecting ourselves or our supplier, our delivery or performance obligations shall be suspended for the duration of the disruption. If a significant change occurs in the circumstances existing at the time of conclusion of the contract, we shall be entitled to withdraw from the contract. The same applies in the event of energy or raw material shortages, industrial disputes, official decrees or unforeseeable traffic or operational disruptions.

§ 5 Right of withdrawal (for consumers)

(1) If you are a consumer, you have a right of withdrawal in accordance with the statutory provisions.

(2) If you, as a consumer, make use of your right of withdrawal in accordance with paragraph 1, you shall bear the regular costs of the return shipment.

(3) In all other respects, the right of withdrawal shall be governed by the provisions which are set out in detail in the following

Notification regarding your right of withdrawal

Right of withdrawal

You have the right to withdraw from the contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

To exercise your right of withdrawal, you must inform us, the company

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UStID: DE 111796644

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IBAN: DE31517624340023726807
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E-Mail: customer-service@hailo.de

Phone: +49 (0) 2773 / 82 - 1260

of your decision to withdraw from the contract by means of a clear declaration (e.g., a letter sent by post or an e-mail). You are welcome to fill out and submit the online withdrawal form on our website electronically, but this is not mandatory. If you make use of this option, we will send you confirmation of receipt of your withdrawal declaration by return (e.g., by e-mail).

To meet the time limit for declaration of withdrawal, it is sufficient that you send out your declaration of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (except for additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received your declaration of withdrawal.

For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without undue delay and in any case no later than within fourteen days from the day on which you notify us of the withdrawal of the contract. The deadline is met if you send out the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You only must pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

- End of notification regarding your right of withdrawal -

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Deutsche Bank AG, Arnsberg
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Sparkasse Dillenburg
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BIC: HELADEF1DIL

Commerzbank AG, Gießen
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§ 6 Delivery, Passing of Risk, Default of Acceptance, Part Performance

(1) The place of performance for the contractual obligations is our place of business in Haiger.

(2) We shall deliver the goods at your request and at your expense to a destination other than the place of performance (sale by delivery to a place other than the place of performance). Any shipping costs incurred are listed in each case in the product description and will be shown separately by us on the invoice.

(3) Delivery dates and delivery periods are only binding if they have been confirmed by us in writing. If we do not deliver the goods or do not deliver the goods in accordance with the contract four weeks after a non-binding delivery date has been exceeded, you must grant us a grace period of 2 weeks to effect the performance. If we allow this grace period to expire, you shall be entitled to withdraw from the contract.

(4) Unless otherwise agreed, we are entitled to determine the type of shipment (in particular, transport company, shipping route, packaging) ourselves or to arrange for the goods to be cleared for export on behalf of the buyer.

(5) The risk of accidental destruction and accidental deterioration of the goods shall pass to you upon delivery of the thing sold. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental destruction and accidental deterioration of the goods as well as the risk of delay shall pass to you upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

(6) If you are in default of acceptance, if you fail to cooperate or if our delivery is delayed for other reasons for which you are responsible, we shall be entitled to demand compensation from you for the resulting damage, including additional expenses (e.g., storage costs).

(7) We are entitled to render partial deliveries or partial services, provided that they are reasonable for you.

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§ 7 Terms of payment, set-off, retention

(1) All prices quoted in the "Shop" section of our online shop are gross prices including the statutory value-added tax and are exclusive of any shipping costs incurred. In the areas reserved for commercial customers ("Professional", "B2B Built-In Technology", and "B2B home & business") however, the prices are shown excluding the statutory value-added-tax and are exclusive of any shipping cost.

(2) For purchases in the "Shop" area, the purchase price is due upon receipt of the invoice. Payment of the goods can be made either by credit card (Visa/Mastercard), PayPal, "SOFORT-Überweisung" or on account. You will find our bank details on the invoice sent to you.

(3) For purchases in the areas "B2B Built-In Technology" and "B2B home & business" the purchase price is due within 21 days after receipt of invoice. For purchases in the "Professional" area, the purchase price is due within 10 days after receipt of the invoice. Payment of the goods may be made either by invoice or by the payment method deposited with Hailo (for existing customers). We reserve the right to make certain payment methods dependent on a credit check or a maximum order quantity in individual cases. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

(4) In the case of delivery on account, you shall be in default of payment upon expiry of 14 days from receipt of the goods, without the need for a separate reminder. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 German Commercial Code, HGB) shall remain unaffected.

(5) In the case of a sale by delivery to a place other than the place of performance (§ 6 para. 2), you shall bear the transport costs ex warehouse and the costs of any transport insurance requested by you. Any customs duties, fees, taxes, and other public charges shall be borne by you, even if we carry out the customs clearance on your behalf.

(6) You shall only be entitled to set-off rights insofar as your claim has been legally established or is undisputed.

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(7) As the purchaser, you may only exercise a right of retention if your counterclaim arises from the same purchase contract. In the event of defects in the delivery, your counter rights shall remain unaffected, in particular in accordance with § 9.

(8) If you are an entrepreneur or a merchant and the date of delivery or performance is later than three months after the conclusion of the contract, we shall be entitled, after timely notification and prior to the performance of the service or delivery of the goods, to adjust the price of the goods or service in such a way as is necessary due to general price developments beyond our control (such as exchange rate fluctuations, currency regulations, changes in customs duties, significant increase in material or manufacturing costs) or due to changes in suppliers. For deliveries or services within three months, the price valid on the day of the conclusion of the contract shall apply in any case. In the case of framework agreements with price agreements, the three-month period shall commence upon conclusion of the framework agreement.

§ 8 Retention of title

(1) The delivered goods shall remain our property until the purchase price has been paid in full.

(2) In the event of conduct by the customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title and withdrawal. If you do not pay the purchase price due, we may only assert these rights if we have previously set you a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.

(3) If you are an entrepreneur or merchant, you are entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, you hereby assign to us all claims arising from such resale, irrespective of whether such resale takes place before or after any processing of the goods delivered under retention of title, to the amount of the invoice value of our claim. Irrespective of our authority to collect the claim ourselves, you shall remain authorized to collect the claim even after the assignment. In this context, we undertake not to collect the claim ourselves as long as and insofar as you meet your payment obligations, no application for the opening of insolvency or similar proceedings against your assets has been filed and there is no cessation of payments. Insofar as the above-mentioned securities exceed the claims to be secured by more than 10%, we shall be obliged to release the securities at our discretion upon your request.

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D-35708 Haiger
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§ 9 Warranty and rights of the customer in case of defects

(1) We only warrant the conformity of the products delivered and services rendered by us with the regulations and standards applicable to Germany. We do not warrant for compliance with other national regulations.

(2) Your rights in the event of material defects or legal defects (including wrong and short delivery as well as improper assembly or defective assembly instructions) shall be governed by the statutory provisions, in particular §§ 434 et seq. German Civil Code (BGB), unless otherwise stipulated below.

(3) If the delivered item is defective, we shall make a replacement delivery or rectify the defect (rectification measures). You shall grant us the opportunity to do so within a reasonable period of at least 10 working days. You shall hand over to us the rejected goods for inspection purposes. In the event of a replacement delivery, you shall return the defective item to us in accordance with the statutory provisions. Rectification measures shall not include the removal of the defective item or its re-installation if we were not originally obliged to install it.

(4) If you are an entrepreneur or merchant, we shall be entitled to choose the type of rectification measures.

(5) We shall bear the expenses necessary for the purpose of inspection and rectification measures, in particular transport, travel, labor, and material costs (not: removal cost or installation costs), if there is a defect, provided that the expenses are not increased by the fact that the object of the delivery has subsequently been taken to a place other than the original place of delivery, unless the transfer corresponds to its intended use. If there is no actual defect, we shall be entitled to demand reimbursement of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the absence of defect was not apparent to you as the customer.

(6) If the rectification measures fail, you may reduce the remuneration or withdraw from the contract. In the case of an insignificant defect, there is no right of withdrawal. If you are a consumer the rules set out in § 475d of the German Civil Code (BGB) also apply. If you are an entrepreneur or merchant, however, withdrawal shall only be permissible if you first provide us with a warning in text form together with a reasonable further period of grace.

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(7) Claims of the customer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with § 10 para. 2 and shall otherwise be excluded. The above exclusion shall not apply if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the goods. Your claims under the German Product Liability Act ("Produkthaftungsgesetz") shall also remain unaffected.

(8) If you are a consumer the statutory limitation period pursuant to § 438 (1) of the German Civil Code (BGB) shall apply to statutory claims for defects. If you are an entrepreneur or merchant, the limitation period shall be 1 year.

(9) If you are a merchant, your claims for defects shall be subject to the condition that you have complied with your statutory obligations to examine the goods and give notice of defects (§§ 377, 381 German Commercial Code, HGB). If a defect becomes apparent during the inspection or later, we must be notified of this in text form without delay, but in any case, within one week. Dispatch of the notification in good time shall be sufficient to preserve the rights. Irrespective of this obligation to inspect and give notice of defects, you must notify us of obvious defects (including incorrect and short deliveries) in text form without delay, but in any case, within one week, whereby dispatch of the notification in good time shall also suffice here to meet the deadline. If you fail to duly inspect the goods and/or give notice of defects, our liability for the non-disclosed defect shall be excluded.

§ 10 Limitation of liability

(1) Insofar as nothing to the contrary arises from these GTC including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of culpability ("Verschuldenshaftung") in the event of intent and gross negligence. In the event of simple negligence, we shall be liable in accordance with statutory provisions as follows:

- (a) for damages resulting from injury to life, body, or health,
- (b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies on and may rely); in this case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage,

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(c) in all other cases, not for damage that has not occurred to the goods themselves, in particular not for loss of profit or other pecuniary loss of the customer.

(3) The limitations of liability resulting from § 10 para 2 shall also apply in the event of breaches of duty by or in favor of persons for whose fault we are responsible in accordance with statutory provisions.

(4) You may only revoke or terminate the purchase contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. Revocation or termination must be declared in writing or in text form. Otherwise, the statutory requirements and legal consequences shall apply.

(5) The aforementioned provisions shall apply mutatis mutandis to claims by the customer for reimbursement of futile expenses.

(6) Data communication via the Internet cannot be guaranteed to be always error-free and/or available according to the current state of technology. In this respect, we shall not be liable for the constant and uninterrupted availability of our online trading system.

§ 11 Industrial property rights, copyrights

As a matter of principle, performance of our deliveries and services shall not be associated with any kind of transfer of rights of use to industrial property rights or copyrights to which we are entitled. Such transfer shall only take place based on a separate agreement.

§ 12 Final Provisions

(1) The contract shall be governed by the laws of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods does not apply. If you have placed the order as a consumer and have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in sentence 1.

(2) If you are a merchant, the exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be our place of business in Haiger, Germany.

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(3) Dispute resolution with customers who order as consumers: The EU Commission has created an Internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

(May 2022)

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