

>>> GENERAL TERMS AND CONDITIONS <<<

I. General

These GTCs exclusively form the basis of all deliveries and services as well as offers. GTCs of our customers are expressly objected to and are not valid.

Changes, additions or ancillary agreements to the GTCs require written confirmation from Reinhardt GmbH (Supplier).

II. Offer and conclusion of contract

1. Offers as well as documents, images, drawings, weights and measurements to go with them are then only binding if and insofar as they are expressly agreed as binding.

2. Offers and orders will be accepted by the Supplier through a written order confirmation or delivery of the goods ordered.

3. Ancillary agreements and changes require the written confirmation of the Supplier.

III. Copyright

The Supplier reserves the right to property rights and copyrights to cost estimates, drawings, data carriers and other documents.

The Customer is obligated not to pass on or make accessible offers along with documents and data carriers which go with them to third parties.

The Supplier is obligated to only make documents sent by the Customer and described as confidential accessible to third parties following its consent.

IV. Prices and terms and conditions of payment

1. The prices apply from Tübingen, but excluding packaging and shipping costs. The applicable statutory amount of VAT is added to the price.

2. A mark-up for small volumes of 5 euros will be charged for an order value of less than 50 euros net.

3. The Supplier bills per order as a lump-sum a share of the freight charges and packaging. The amount is retrievable in each case from the Supplier. In the case of higher shipping costs, the Supplier is entitled to charge the costs actually incurred. If the Customer requests a particular mode of shipping, through which higher costs are incurred, the Customer is to carry these higher costs.

Subsequent deliveries are free of shipping charges.

4. Accounts receivable of the Supplier are due to be paid immediately after receipt of the invoice.

5. The Customer is only entitled to reserve payments or off-set them with counterclaims with regard to legally established claims or claims recognised by Reinhardt GmbH.

V. Delivery time / Delay

1. If a delivery time is agreed, this begins with the sending of the order confirmation, but not before receipt or crediting of an agreed payment.

2. The delivery time is observed if the object of the delivery has left the supplier up to the end of the delivery period, or the purchaser is informed about the readiness for shipping, or the purchaser delays in acceptance.

3. The delivery time extends appropriately in the case of delays caused by industrial disputes, in particular strikes and lock-outs, as well as because of force majeure or unforeseen obstructions which lie outside the Supplier's responsibility, insofar as such obstructions influence the production or delivery of the object of the delivery. This also applies if there are delays caused by such circumstance for upstream suppliers.

The Supplier is then also not responsible for the circumstances described above if they arise during an existing delay.

The beginning and end of such obstructions will be communicated to the orderer as soon as possible by the customer in important cases.

4. If the shipment is delayed on request from the customer, the Supplier is authorised to continue to possess the object of the delivery after settlement and expiry of a suitable period without result. Further use of the object of the contract is not rescission of the contract, and moreover the Supplier remains entitled to deliver the customer within a new, suitably extended period. Moreover, the Supplier is entitled under the same conditions to select to rescind and claim compensation for damages.

5. The delivery period is considered observed if the customer does not observe the contractual obligations and responsibilities concerning him.

## VI. Transfer of risk and acceptance

1. The place of performance is Tübingen.

2. If the shipment is delayed as a result of circumstances which the Customer is responsible for, the risk is transferred to the orderer from the day the shipment is ready.

3. Delivered objects are to be accepted by the orderer, also if they show immaterial defects, without affecting the rights arising from Section VIII. Damages incurred during transport are to be communicated to the Supplier immediately. The information sheet from Deutsche Post on "Conduct in the case of damages in transit or depreciation of contents" or corresponding information sheets from other transport companies apply in addition.

4. The Supplier is entitled to make part deliveries if and insofar as the part delivery concerns a delimitable part of the whole delivery and its receipt is sensible and reasonable for the customer. In the case of under-deliveries, the Customer reserves the right to claim for subsequent delivery, and the Supplier remains entitled and obligated to subsequent delivery. Over-deliveries are to be rejected immediately by the Customer, if he is a businessman. If the rejection is made on time, the Customer is authorised to return the excessive part of the delivery. If he does not reject or does not do so on time, the Supplier is entitled to increase the payment to be made proportionately according to the volume over-delivered and the Customer is obligated to make this payment.

## VII. Reservation of ownership

1. Reinhardt GmbH reserves ownership in the objects of the delivery until receipt of the full payment of the objects delivered, including possible accessory claims or other claims in connection with the delivery. With regard to business people, the Supplier reserves ownership until full payments of all claims from the business relationship.

2. The Customer may not resell, pledge or transfer as security the object of the delivery, unless it is part of the ordinary business operation of the Customer, which resells delivery objects. In the case of pledges as well as seizure or other possessions by third parties, he is to inform the Supplier immediately about this and to provide all information necessary for an intervention.

In the case of authorised or unauthorised resale, the Customer from now assigns all claims which arise from the sale against third parties to the Supplier, and irrespective of whether the object of the delivery was resold without or after processing. In the case of authorised resale the customer remains entitled to collect accounts receivable. The Supplier's authorisation to collect the accounts receivable himself remains unaffected by this, but the Supplier is obligated not to collect himself if the Customer has not defaulted.

## VIII. Liability for defects

1. For defects, which also include the lack of properties promised, the Supplier is liable to Traders in the sense of § 14 BGB [German Civil Code], legal persons under public law or legal entity under public law, to the exclusion of further claims regardless of Clause VIII.3 as follows.

All those parts for which it emerges within a year since delivery as a result of circumstances before the transfer of risk – in particular because of defective construction, poor materials or defective workmanship – that is it unusable or its usability is not insignificantly affected.

Subsequent performance or subsequent delivery is excluded until the Customer has paid all open accounts receivable of the Supplier. Defects determined are to be reported to the Supplier immediately in writing. The period is only observed if the specific written report of defects is made within this period. §§ 377 et. seq. HGB [German Commercial Code] applies for businesspeople. Replacement parts will be the property of the Supplier.

2. Returns will only be accepted after prior consultation and only carriage paid.

3. The guarantee is excluded for damages which are incurred for the following reasons:

Unsuitable or improper use, defective assemble or respectively use by the Customer or third parties, natural wear and tear, incorrect or negligent treatment, chemical, electro-chemical or electrical influences, if they are not attributable to fault of the Supplier. For improper changes made by the Customer or third parties without prior authorisation from the Supplier, there is no liability for the consequences arising from this.

4. The Customer is to give the Supplier the necessary time and opportunity to make the subsequent performance or delivery, otherwise the Supplier is released from the defect liability.

5. From the costs arising through the subsequent performance or respectively the replacement delivery, the Supplier carries the costs of the replacement item including the shipping, as well as the costs of removal and fitting – insofar as the complaint emerges to be justified.

Further costs are carried by the Customer.

6. For the replacement item and the subsequent performance, the guarantee period amounts to three months, but at least up to the expiry of the original guarantee period for the delivery object. The period for defect liability in the object of the delivery will be extended for the duration of the subsequent performance.

#### IX. Other claims for compensation of damages

1. Claims going beyond direct damages to the object of the delivery (insidious loss spreading, consequential harm caused by a defect), are excluded unless it has been otherwise agreed in writing. This also includes damages which arise through improper or grossly negligent dealings with the object of the delivery.
2. Claims for compensation for damages from a positive breach of contract, due to fault in the conclusion of the contract, due to oral promises by the salaried employee, worker, auxiliary and vicarious agents of the Supplier or from prohibited action are excluded vis-à-vis the Supplier and his persons assisting in the performance of obligations, insofar as there are no culpable or grossly negligent actions.
3. Liability from the "Produkthaftungsgesetz" [German law regarding product liability] and injury to life, body or health remain unaffected by this.

The above exclusion of liability also does not apply in cases which deal with a culpable breach of material contract duties or material preliminary agreement obligations. It furthermore does not apply in the case of intent or gross negligence of the Supplier, his auxiliary or vicarious agents. It also does not apply in the case of lacking properties which were expressly promised, if the promise aimed to cover the Customer against damages which are not incurred on the object of the delivery itself.

#### X. Data protection

The customer agrees that his personal data will be stored within the framework of the statutory requirements of the "Bundesdatenschutzgesetz" [German federal data protection law] to fulfil the contract.

#### XI. Other

1. German law applies exclusively to this contract, to the exclusion of the UN CISG.
2. The jurisdiction of the courts of Tübingen is agreed for all disputes arising out of or in connection with the contractual relationship if the orderer is a businessman, a legal personal under public law, a legal entity under public law or if the Customer has no general jurisdiction domestically. The Supplier is also entitled to claim in the jurisdiction of the Customer's head office.

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