

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT OF BECK & CO. INDUSTRIEBEDARF GMBH & CO. KG FOR PRIVATE ONLINE CUSTOMERS

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Beck & Co. Industriebedarf GmbH & Co. KG (hereinafter referred to as the "Seller") apply to all contracts concluded between a consumer or entrepreneur (hereinafter referred to as the "Customer") and the Seller regarding goods offered by the Seller in its online shop. The inclusion of the Customer's own terms and conditions is hereby expressly rejected unless otherwise agreed.
- 1.2 A consumer is any natural person who enters into a legal transaction for purposes that predominantly cannot be attributed to their commercial or self-employed professional activity.
- 1.3 An entrepreneur is a natural or legal person or a legally capable partnership who, when entering into a legal transaction, acts in the exercise of their commercial or self-employed professional activity.

2. CONCLUSION OF CONTRACT

- 2.1 The presentation of goods, in particular in the online shop, does not constitute a binding offer by the Seller.
- 2.2 The Customer first places the selected goods in the shopping cart. In the subsequent step, the ordering process is initiated, during which all data required for order processing are entered. At the end of the ordering process, a summary of the order and contract data is displayed. Only after confirming these order and contract details by clicking the button completing the ordering process does the Customer submit a binding offer to purchase the goods contained in the shopping cart. The Customer may also submit this offer to the Seller by fax, email, post, or telephone.
- 2.3 The Seller may accept the Customer's offer by one of the following means:
 - sending a written order confirmation or an order confirmation in text form (fax or email), or
 - requesting payment from the Customer after the order has been placed, or
 - delivering the ordered goods.

The time of acceptance shall be determined by the first occurring alternative. The acceptance period begins on the day following the dispatch of the offer by the Customer and ends at the close of the fifth day following dispatch. If the Seller does not accept the Customer's offer within this period, the offer shall be deemed rejected and the Customer shall no longer be bound by their declaration of intent.

- 2.4 The text of the contract concluded between the Seller and the Customer is stored by the Seller on its internal systems. The General Terms and Conditions can be accessed by the Customer at any time on this page. The order data, the cancellation policy, and the GTC are sent to the Customer by email. After completion of the order, the contract text is accessible to the Customer free of charge via their customer login, provided that a customer account has been created.
- 2.5 All entries made by the Customer are displayed before clicking the order button and can be reviewed and corrected by using the browser's back button or standard mouse and keyboard functions prior to submitting the order. Where available, correction buttons are also provided and clearly labeled.
- 2.6 The contract language is German.
- 2.7 It is the Customer's responsibility to provide a correct email address for contact and order processing and to ensure that email filters are configured so that emails relating to the order can be delivered.

3. PRICES AND PAYMENT CONDITIONS

- 3.1 Unless otherwise agreed, the prices displayed are final prices including statutory value-added tax (VAT). Any additional shipping costs are indicated in the respective product description.
- 3.2 If delivery is made to countries outside the European Union, additional customs duties, taxes, or fees may be payable by the Customer to the competent customs or tax authorities or to financial institutions. The Customer is advised to inquire about details with the relevant authorities prior to ordering.
- 3.3 The Customer may choose from the payment methods available in the online shop.
- 3.4 In the case of advance payment by bank transfer, payment is due immediately after conclusion of the contract unless otherwise agreed.
- 3.5 Additional clause for business customers: Stock items with a net value of less than EUR 25.00 will not be taken back. For all other stock items, a return handling fee of 15% of the net value of the goods, capped at EUR 25.00, will be charged unless the return is due to fault on the part of Beck & Co. Industriebedarf. For made-to-order items, a return handling fee of 25% of the net value of the goods will generally be retained unless the return is due to fault on the part of Beck & Co. Industriebedarf. Returns are only permitted with prior approval by the Seller. Return requests and complaints must be submitted within 14 days.

4. DELIVERY AND SHIPPING CONDITIONS

- 4.1 Goods shipped by delivery service are delivered to the delivery address specified by the Customer.
- 4.2 Delivery by freight forwarding agent is made "kerbside," i.e., to the public curb closest to the delivery address, unless otherwise stated in the Seller's shipping information or otherwise agreed.
- 4.3 If additional costs arise for the Seller due to incorrect delivery address details, incorrect recipient information, or other circumstances leading to unsuccessful delivery, such costs shall be borne by the Customer unless the Customer is not responsible for such circumstances. The same applies if the Customer is temporarily unable to accept delivery, unless the Seller has announced the delivery within a reasonable period in advance. Excluded from this provision are the initial shipping costs if the Customer has effectively exercised their right of withdrawal.
- 4.4 If the Customer is an entrepreneur, the risk of accidental loss or deterioration of the goods passes to the Customer once the Seller has handed over the goods to the carrier or freight forwarder. If the Customer is a consumer, the risk generally passes upon delivery of the goods to the Customer or an authorized recipient. By way of exception, the risk also passes to the consumer upon handover to the carrier if the Customer has independently commissioned the carrier and the Seller has not previously named this carrier.
- 4.5 The conclusion of the contract is subject to the proviso of correct and timely self-supply by the Seller. This applies only if a congruent covering transaction has been concluded between the Seller and its supplier and the lack of supply is not attributable to the Seller and cannot be remedied with reasonable effort. In the event of non-availability or partial availability of the goods, the Customer will be informed without undue delay and any payments made will be refunded immediately.
- 4.6 Self-collection is not offered.
- 4.7 Vouchers are provided to the Customer in the following forms:
 - by email
 - by download
 - by post

5. RIGHT OF WITHDRAWAL

- 5.1 If the Customer is a consumer, they are generally entitled to a right of withdrawal.
- 5.2 The Seller's cancellation policy applies to the right of withdrawal.
- 5.3 Consumers who, at the time of contract conclusion, are not residents of a Member State of the European Union and whose sole place of residence and delivery address are outside the European Union do not have a right of withdrawal.

6. RETENTION OF TITLE

- 6.1 In contracts with consumers, the goods remain the property of the Seller until full payment has been made.
- 6.2 In contracts with entrepreneurs, the goods remain the property of the Seller until all claims arising from the ongoing business relationship have been fully settled.
- 6.3 If the Customer acts as an entrepreneur, they are entitled to resell the goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to the Seller, in advance, all claims arising from such resale against third parties in the amount of the respective invoice value (including VAT). This assignment applies regardless of whether the goods have been resold with or without processing. The Customer remains entitled to collect the claims after assignment; however, the Seller reserves the right to collect the claims itself if the Customer fails to meet payment obligations, is in default, or if insolvency proceedings are initiated.

7. LIABILITY FOR DEFECTS (WARRANTY)

- Unless otherwise stated in these GTC, statutory warranty provisions apply.
- 7.1 If the Customer is an entrepreneur, the Seller may choose the type of subsequent performance; warranty claims for used goods are excluded; for new goods, the limitation period for defects is one year from transfer of risk; replacement delivery does not restart the limitation period.
 - 7.2 If the Customer is a consumer, claims for defects in used goods are excluded if the defect occurs after one year from delivery. Defects occurring within one year may be asserted within the statutory limitation period.
 - 7.3 The above limitations do not apply to goods used in accordance with their customary purpose for a building, to damages caused by culpable injury to life, body, or health, to damages caused by gross negligence or intent, fraudulent concealment, or claims under Sections 478 and 479 of the German Civil Code (BGB).
 - 7.4 Statutory limitation periods for recourse claims pursuant to Section 478 BGB remain unaffected.
 - 7.5 If the Customer is a merchant within the meaning of Section 1 of the German Commercial Code (HGB), they are subject to the inspection and notification obligations under Section 377 HGB.
 - 7.6 Consumers are requested to report obvious transport damage to the carrier and inform the Seller accordingly. Failure to do so does not affect statutory or contractual warranty claims.

8. LIABILITY

- 8.1 The Seller is liable without limitation for damages caused by intent or gross negligence. In cases of injury to life, body, or health and breach of essential contractual obligations, the Seller is also liable for slight negligence. Essential contractual obligations are those whose fulfillment is necessary for proper contract performance and on whose compliance the Customer may regularly rely.
- 8.2 Except in cases of intent, gross negligence, injury to life, body, or health, or breach of essential contractual obligations, liability is limited to foreseeable damages typical for the contract.
- 8.3 Any further liability of the Seller is excluded.
- 8.4 The above liability provisions apply accordingly in favor of the Seller's employees and agents.

9. REDEMPTION OF PROMOTIONAL VOUCHERS

- 9.1 Promotional vouchers issued free of charge for a limited validity period are redeemable only in the Seller's online shop and only during the specified period.
- 9.2 Certain products may be excluded from voucher promotions.
- 9.3 Promotional vouchers may only be redeemed before completion of the ordering process.
- 9.4 Multiple promotional vouchers may be redeemed within one order.
- 9.5 The order value must at least equal the voucher value. Any remaining balance will not be refunded.
- 9.6 If the voucher value is insufficient, other available payment methods may be used to pay the difference.
- 9.7 Voucher balances are not paid out in cash and do not accrue interest.
- 9.8 Promotional vouchers are not refunded if goods paid for with the voucher are returned.
- 9.9 Promotional vouchers are generally transferable. The Seller may discharge its obligation by performance to the holder unless the Seller has knowledge or grossly negligent ignorance of lack of authorization or legal capacity.

10. APPLICABLE LAW

- 10.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection provisions remain unaffected.
- 10.2 This choice of law does not apply to the statutory right of withdrawal for consumers residing outside the European Union.

11. JURISDICTION

If the Customer is a merchant, a legal entity under public law, or a special public fund with its registered office in Germany, the Seller's place of business shall be the exclusive place of jurisdiction. The Seller is also entitled to bring an action at the Customer's place of business.

12. CODE OF CONDUCT

The Seller has submitted to the code of conduct of Trusted Shops GmbH, which can be accessed online at http://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf.

13. ONLINE DISPUTE RESOLUTION

The EU Commission's platform for online dispute resolution is available online. The Seller is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.