

I. Scope of Application

- (1) Our General Terms and Conditions shall apply to all orders and deliveries of movable goods in accordance with the contract concluded between us and the Customer.
- (2) Our offers are directed exclusively to entrepreneurs and partnerships with legal capacity who use the goods exclusively in the exercise of their commercial or independent professional activity. Upon request, the customer shall identify himself as an entrepreneur within the meaning of § 14 of the German Civil Code (BGB) by submitting his VAT identification number.
- (3) Our terms and conditions of business shall apply exclusively; we shall not recognize any terms and conditions of the customer that conflict with or vary from our terms and conditions of business unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we provide or accept the service to the customer without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from our terms and conditions.

II. Contractual Partner, Conclusion of Contract

- (1) The contract of sale shall be concluded with AIRTEC-BRAIDS GmbH.
- (2) The presentation of products on our website does not constitute a legally binding offer, but a non-binding online catalogue.
- (3) The customer's order constitutes a binding offer which we may accept within one week by sending an order confirmation or by delivering the goods. Offers made by us prior to this are subject to change.
- (4) Illustrations on our homepage merely contain a description of the goods and do not constitute a warranty of characteristics.
- (5) We reserve the property rights and copyrights to technical requirement profiles, illustrations, drawings, calculations, samples, data carriers and other documents. They may not be made accessible to third parties without our express written consent and must be returned to us without being requested to do so after the contract has been completed. The customer is obliged to maintain strict confidentiality about all information he receives before, during or after the execution of the contract.

III. Prices and terms of payment

- (1) Our prices are exclusive of the value added tax applicable on the date of invoicing and exclusive of shipping costs.
- (2) If the price at the time of performance has increased due to a change in the market price or due to an increase in the fees charged by third parties involved in the performance of the service, the higher price shall apply. If this is 20% or more above the agreed price, the customer has the right to withdraw from the contract. This right must be asserted immediately after notification of the increased price.
- (3) We reserve the right to make deliveries to customers unknown to us exclusively by advance payment or to make the payment method invoice dependent on a prior credit check.
- (4) Unless otherwise agreed, our invoices are payable within 30 days without deduction. If the customer is in default of payment, we shall be entitled to demand statutory default interest. We reserve the right to prove higher damages.
- (5) The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by us. The customer is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.
- (6) The assignment of claims against us is only effective with our written consent.

VI. Dispatch and transfer of risk

- (1) Deliveries shall be made ex warehouse. The respective delivery times result from the offer and the order confirmation. Unforeseen events and force majeure for which we are not responsible shall extend the delivery time accordingly.
- (2) The method and route of dispatch shall be at our discretion. If we comply with the customer's request for a different transport route or choice, the customer shall bear the additional costs incurred.
- (3) The risk shall pass to the customer as soon as the goods have left our distribution warehouse.
- (4) We are entitled to make reasonable partial deliveries.
- (5) In the event of a delay in acceptance by the customer, we shall be entitled to store the goods at the customer's expense.
- (6) Our liability in the event of a delay in delivery shall be limited to 0.5% of the value of the delivery for each full week of the delay within the framework of a lump-sum compensation for delay, but not more than 5% of the value of the delivery.

V. Retention of title

- (1) We retain title to the goods until all claims against the customer have been settled, even if the specific goods have already been paid for.
- (2) The customer must inform us immediately of any compulsory execution measures by third parties against the goods subject to retention of title, handing over the documents necessary for an intervention; this also applies to impairments of any other kind. The customer shall bear our costs of a necessary intervention insofar as the third party is not able to reimburse them.
- (3) In the event of resale of the goods subject to retention of title, the customer hereby assigns to us as security all claims against his customers arising from the aforementioned transactions until all our claims have been satisfied.
- (4) If the value of the security exceeds our claims against the customer by more than 20%, we shall, at the customer's request and at our discretion, release securities to which we are entitled to the corresponding extent.

VI. Warranties

- (1) Unless expressly agreed otherwise below, the statutory liability for defects shall apply.
- (2) The customer is obliged to examine the delivered goods and test them for their intended use. Obvious defects must be reported to us in writing immediately after delivery. Defects that only become apparent later must be notified in writing immediately after discovery by the customer. If this is not done, the goods shall be deemed to have been approved. Warranty claims for defects that could have been avoided by proper testing of the function of the goods for the intended use are excluded.
- (3) The goods affected by the notice of defects must be kept at our disposal. Defects in the delivered goods shall be remedied by us within a period of one year from delivery after the customer has notified us accordingly. This shall be done at our discretion either by rectifying the defect free of charge or by making a replacement delivery. In the event of a replacement delivery, the customer shall be obliged to return the defective item. The statutory limitation periods for the right of recourse according to § 478 BGB remain unaffected.
- (4) If the defect cannot be remedied within a reasonable period of time or if the remedy is deemed to have failed for other reasons, the customer may, at its option, demand a reduction of the price or - if the defect is not insignificant - withdraw from the contract.
- 5) The customer does not receive any guarantees in the legal sense from us.

VII. Liability

(1) Our liability for breaches of contractual obligations and for tort is limited to intent and gross negligence. This shall not apply in the event of injury to life, limb or health of the customer, claims for breach of cardinal obligations, i.e., obligations which arise from the nature of the contract and the breach of which jeopardises the achievement of the purpose of the contract, and compensation for damage caused by delay. In this respect, we shall be liable for any degree of fault.

(2) The aforementioned exclusion of liability shall also apply to slightly negligent breaches of duty by our vicarious agents.

(3) Insofar as liability for damages not based on injury to life, body or health of the customer is not excluded for slight negligence, such claims shall become statute-barred within one year beginning with the accrual of the claim.

(4) It is the customer's responsibility to try out and test the goods for their intended use. We shall not be liable for damage that could have been avoided in the event of proper testing.

(5) We shall not be liable for damage caused by a failure to use the goods for the purpose intended by the customer, provided that the failure could have been detected by proper testing of the goods, cf. also clause VI. (2).

(6) If the customer withdraws from the contract without cause or fails to fulfil the contract on his part, we may demand 25% of the order sum as compensation. Both parties reserve the right to claim demonstrably different damages.

VIII. Final provisions

(1) The place of performance and payment is our registered office.

(2) German law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(3) The exclusive place of jurisdiction is the court responsible for our place of business.