

General Terms and Conditions

Status: April 2019

1. Scope of application

We deliver only to **trade, commerce, freelancers, industry, administration, science and education**. With the order you confirm the use and application of the product in the context of your commercial activity.

2. General remarks

2.1 These General Terms and Conditions shall apply to the contract. Other conditions shall not become part of the contract, even if we do not expressly contradict them. You can only invoke ancillary agreements before and upon conclusion of the contract if they are confirmed immediately in text form.

2.2 Our offers are made without commitment. We may save the data that is important for the execution of the contract on ED.

2.3 A set-off or retention by the customer is inadmissible, unless it occurs with claims, which are undisputed or legally effective or justify the defence of the non-fulfilled contract (§ 320 BGB).

2.4 If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the court in Wertheim which is competent for our registered office in Wertheim/Mosbach; we shall also be entitled to have recourse to the court which is competent for your registered office. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

3. Conclusion of the contract with orders in the online shop

3.1 The offers of goods presented in our internet shop are made without commitment and no offers in the legal sense. They merely constitute an invitation to submit an offer. By clicking the button "Add to shopping cart" you can put the respective product into the virtual shopping cart. This process is still non-binding and does not constitute an offer of contract. Before placing an order, the content of the order including your customer data is summarized on an overview page. You can correct all order data there using the change fields provided.

3.2 By clicking on the button "Send order", you submit a binding offer to enter into a purchase contract.

3.3 After placing an order, you will receive an automatically generated e-mail from us confirming receipt of the order (confirmation of receipt). This confirmation of receipt does not yet constitute acceptance of the contract. The contract is concluded upon sending an order confirmation or upon delivery of the goods.

3.4 You can download and print these General Terms and Conditions as a pdf file at any time. If you have created an account with us in the online shop you can save and print the contents of your order immediately after placing your order. In any case, we will provide you with the terms of the contract including these General Terms and Conditions after placing your order by email.

4. Delivery

4.1 The risk shall pass to you when the delivered goods leave our warehouse, even if we undertake shipment or export.

4.2 The delivery takes place by parcel service or post to your company address. Large devices (e.g. light cabins) weighing over 30 kg are delivered on pallets by a forwarding agent.

4.3 Shipment will take place on the day following your order, provided the goods are in stock. The articles marked with "immediately available" are in stock. "Immediately available" refers to 1 to 2 parts of an article. For larger quantities please ask for delivery time. Due to fluctuations in demand and delays in delivery by manufacturers, a delivery time must be taken into account for these articles in exceptional cases. If, as an exception, one of these articles should not be available immediately from stock we will inform you immediately and send you an order confirmation with the prospective delivery date.

4.4 We deliver postage and freight free within Germany from a net order value of 120,00 €. plus statutory value added tax. For orders below this value, we charge a flat shipping fee of € 6.90 net. Express delivery is possible on request at an extra charge.

4.5 Shipment shall be insured at your expense insofar as you leave it to us to decide on the shipping route. If you require a different dispatch route than the one suggested by us, the shipment cannot be insured under certain circumstances (e.g. for small parcels, envelopes).

4.6 Our shipping costs list applies to international shipments.

4.7 If partial deliveries are made for reasons for which we and only we could be held accountable for, subsequent deliveries shall be made free of postage and freight. This does not apply to international shipments.

5. Return of defect-free goods

5.1 If you wish to return defect-free goods, this is only possible after consultation with us and in the case of goods without traces of use and in the original packaging. We charge a flat handling fee of Euro 13.50 for approved returns. You bear the return costs.

5.2 Software products and colour sample cards cannot be returned after the foil packaging has been opened. Single colour samples of all colour systems are ordered/produced to order and are generally excluded from return or exchange.

6. Prices, payment, invoices

6.1 All prices are quoted net plus statutory value added tax and are ex works.

6.2 You can pay in the online shop via

1. **credit card** Visacard, Mastercard, American Express

2. **direct debit** from an account in Germany

3. **prepayment** to our account, the data of which we will separately make known to you

4th **PayPal**

5. **invoice for** customers in Germany (creditworthiness required). We reserve the right to refuse delivery on invoice without justification.

Please select the desired payment method in the course of the order process.

6.3 Invoices (only within Germany) are due for payment within 14 days without deduction unless otherwise expressly agreed.

6.4 For deliveries to countries of the European Union, we require your VAT ID number if the German value added tax is not to be applied. Otherwise the value added tax is calculated and stated. For delivery to non-European countries the German value added tax does not apply and you are obliged to make the necessary tax declarations in your country of delivery while you bear any customary import turnover tax and customs duties.

6.5 In the event of default in payment and/or justified doubts as to your creditworthiness, we may make each individual delivery dependent on your advance payment or a security deposit in the amount of the invoice amount.

7. Retention of title

We reserve the right of ownership of the delivered goods until full and unrestricted payment has been made. If we have further claims against you arising from the business relationship, the retention of title shall remain in effect until payment has been made.

8. Claims for defects and compensation, statute of limitations

8.1 We shall be liable for ensuring that our goods/services are free of defects at the time of passing of risk. Insignificant deviations from the agreed quality or insignificant impairments of usability are, however, irrelevant. The quality, durability and use owed shall be governed exclusively by the specifications agreed in writing as well as the product/service description. Any further information, in particular in preliminary discussions, advertising or in referral to industrial standards, shall become an integral part of the contract only if expressly included in writing.

If you wish to use the delivered goods for purposes other than those agreed, you must carefully check their suitability or admissibility at your own risk. We exclude liability for any usability not expressly confirmed by us.

8.2 The customer must carefully inspect the delivered goods immediately upon receipt and notify obvious defects immediately and hidden defects immediately upon discovery. The customer must immediately notify the deliverer of any transport damage. The obligation to inspect and give notice of defects also extends to product safety. Claims for defects shall be excluded in the event of non-compliance with the obligation to inspect and give notice of defects.

8.3 In the event of a justified notice of defect, we shall be obliged to provide subsequent performance. Subsequent performance is, at our discretion, either the elimination of defects or the delivery of goods free of defects. In the event of rejection, impossibility or failure of subsequent performance, you shall have the right to reduce the purchase price or, at your option, to rescind the contract.

8.4 We shall not be liable for the consequences of improper handling, use, maintenance and operation of the delivered goods or for the consequences of normal wear and tear.

8.5 Our liability for slight negligence is excluded except in the case of claims arising from injury to life, limb and health, from the Product Liability Act and from culpable breach of essential contractual obligations. In all other respects, our liability for slightly negligent breach of material contractual obligations shall be limited to the typically occurring damage foreseeable by us at the time of conclusion of the contract.

8.6 Warranty claims are subject to a limitation period of 12 months after delivery of the goods. Any rights of recourse pursuant to § 445a BGB shall become statute-barred within one year of delivery to you. The suspension of expiration arising from § 445 b BGB ceases at the latest three years after delivery to you.

The limitation of statutes of limitation and suspension of expiration periods do not apply to claims under the Product Liability Act or in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty or fraudulent concealment of a defect.

8.7 In the event of a grossly negligent or intentionally unjustified notice of defects, we may demand reasonable compensation from you for our inspection and/or subsequent performance costs incurred as a result.

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