

Terms and Conditions | Sale

§ 1 Scope, definitions

(1) For the deliveries, services and offers of Format GmbH („we“ / „us“) to our customers, as of 09/10/2023, only these „Terms and Conditions of Sale“ apply. Other terms and conditions of our customers are hereby contradicted.

(2) Our sales personnel are not entitled to make verbal agreements with the customer in connection with the contract that deviate from these general conditions of sale.

(3) The customer is a consumer insofar as the purpose of the ordered deliveries and services can not be attributed predominantly to their commercial or independent professional activity. In contrast, the customer is an entrepreneur as far as they are in the execution of the contract in the exercise of their commercial or independent professional activity.

§ 2 Offer and contract

(1) All orders addressed to us require our written confirmation in order to be valid. The content of our confirmation is solely decisive for the content of the contract.

(2) Drawings, illustrations, dimensions, weights and other performance data are only binding if expressly agreed in writing. We reserve the right to change the design as well as dimensional and colour deviations, provided that these are reasonable for the customer and the goods are suitable for use in accordance with the contract, despite design changes and / or dimensional and colour deviations.

§ 3 Partial deliveries and partial services

We expressly reserve the right to partial deliveries and partial services, provided this is reasonable for the customer taking into account their interests.

§ 4 Prices

All prices in our offers and price lists are non-binding. The prices are net prices, as far as the legal sales tax is owed, this is shown separately.

§ 5 Transfer of risk

The risk of accidental loss is transferred to the customer as soon as the consignment has been handed over to the transporter or has left our warehouse for the purpose of dispatch, provided that the customer is an entrepreneur.

§ 6 Delivery and service time

(1) The delivery dates and service times quoted by us are nonbinding unless otherwise expressly agreed in writing.

(2) The delivery period for ordered goods begins on the day of our order confirmation and ends on the day the goods leave the factory. If the customer demands changes to the order after receipt of our order confirmation, the delivery period will not commence until our written confirmation of the change request has been received.

(3) Events of force majeure entitle us to extend the delivery or performance period by the duration of the hindrance or to withdraw from the contract in whole or in part because of the unfulfilled part. Force majeure shall be deemed to include all circumstances which make the delivery / service considerably more difficult or impossible, such as sovereign measures, strikes, lockouts, disruptions to operations (e.g. fire, lack of energy) and obstruction of the traffic routes, regardless of whether these circumstan-

ces happen to us, the supplier, a transporter or any other third party. In cases of force majeure and equivalent circumstances, the customer can request a statement from us as to whether we want to withdraw from the contract or provide the service / make the delivery within a reasonable timeframe. They may withdraw from the contract after expiry of a reasonable period set to us insofar as the goods / services are not reported as ready for despatch by the deadline or if readiness for performance is indicated. The cost of rescheduling in cases of refusal of acceptance by the customer shall be borne by the customer.

§ 7 Payment

Our deliveries and services are due for payment immediately after receipt. This also applies to partial deliveries in accordance with § 3. Discount agreements and the granting of payment terms remain reserved for special agreement.

§ 8 Guarantee to entrepreneurs

If the customer is an entrepreneur, we provide a guarantee against any defects in our goods in accordance with the following rules:

(1) The warranty period is two years.

(2) Claims for damages of the customer due to material defects of the delivered goods are excluded if they do not notify us in writing of the defect within a period of two weeks after receipt of the goods.

(3) We are entitled to supplementary performance at our discretion, either by carrying out a subsequent improvement (rectification) or by taking back the defective goods and replacing them with a faultless one (subsequent delivery). Insofar as the nature of the item, the defect or the other circumstances does not indicate otherwise, a subsequent improvement or subsequent delivery with the second unsuccessful attempt shall be deemed to have failed. In this case, the customer may demand a reduction or withdraw from the contract.

(4) If the customer does not issue the defective goods to us or to a third party named by us after a corresponding request, we shall be entitled to refuse supplementary performance and shall also be entitled to compensation for the expenses and other financial disadvantages resulting from the non-issue.

§ 9 Guarantee to consumers

If the customer is a consumer, we provide a guarantee against any defects in our goods in accordance with the following rules:

(1) The warranty period is two years.

(2) In the case of defects in the delivered goods, the customer is entitled to their statutory rights.

(3) Claims for damages of the customer due to obvious material defects of the goods are excluded if they do not inform us of the obvious material defect within a period of two weeks after receipt of the goods.

§ 10 Liability

(1) Our liability for damages, for whatever legal reason (in particular in case of delay, defects or other breaches of duty), is limited to the contractually typical, foreseeable damage.

(2) The above limitations of liability shall not apply to our liability for intentional or gross negligence, for guaranteed characteristics, for injury to life, body or health, in case of breach of essential cardinal obligations (contractual obligations, fulfillment of which constitutes the proper execution of the contract in the first place and

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on the compliance of which the customer may regularly trust), or according to the Product Liability Act.

§ 11 Retention of title

(1) We reserve the ownership of the goods sold until full payment of the purchase price for these goods („reserved goods“).

(2) During the existence of the retention of title, the customer is prohibited from pledging or assigning the goods subject to retention of title. Resale is also permitted until revoked in the ordinary course of business and only under the condition that the customer receives payment for the reserved goods or in turn owns the property reserves the reserved goods until full payment has been made for the reserved goods.

(3) If the customer sells the reserved goods, they assign their future claims from the sale with all ancillary rights - including any balance claims - as security. If the goods subject to retention of title are sold together with other objects, the customer assigns to us, with priority over the other claims, the first-ranking part of the claim, which corresponds in amount to the price of the reserved goods.

(4) In the case of access by third parties – especially by bailiffs – to the reserved goods, the customer will point out our ownership and inform us immediately so that we can enforce our property rights.

(5) In the event of breach of contract by the customer, in particular in the event of default in payment, we shall be entitled to reclaim the reserved goods, provided that we have withdrawn from the contract.

§ 12 Offsetting ban

The customer can only offset such counterclaims that are not contested by us or which have been legally established.

§ 13 Right of retention

If the customer is an entrepreneur, they can assert a right of retention only in cases of undisputed or legally established claims.

§ 14 Withdrawal

(1) The statutory rights of withdrawal apply.

(2) We may also withdraw from the contract if the customer gives false information about their creditworthiness

and the claim refers to a fact that is significant for the assessment of the creditworthiness or the creditworthiness ceases (non-payment of due checks and bills, non-insurance with Hermes credit insurance, etc.), regarding the client's assets application for opening insolvency proceedings is made or regarding of the customer's assets the insolvency proceedings have been opened.

§ 15 Jurisdiction and governing law

(1) For all disputes arising from the respective existing legal relationship with merchants, legal entities of public law or special funds under public law, the district court of Kassel is locally competent.

(2) The „Terms and Conditions of Sale“ are subject to German law.

§ 16 Severability clause

Should one or more provisions or a substantial part of these provisions be or become wholly or partially ineffective or have gaps, the validity of the remaining provisions shall remain unaffected. In place of the ineffective, incomplete or incomplete regulations, the statutory provisions shall apply.