

## **General Terms and Conditions**

### **§ 1 General information**

(1) The following General Terms and Conditions apply to all current and future business relationships between the Client and

#### **UV-POWER LICHT GmbH**

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Register number: HRB 120697, Register court: Osnabrück District Court  
represented by the managing directors Günter Schaffron and Holger Seefeld.

(2) These Terms and Conditions of Sale apply exclusively in dealings with entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 para. 1 German Civil Code (BGB).

(3) Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract, even if we are aware of them, unless their validity is expressly agreed to in writing. This requirement of consent shall also apply if the Client refers to their general terms and conditions in the context of the purchase order and we have not expressly objected to the general terms and conditions.

(4) Unless otherwise agreed, the General Terms and Conditions in the version valid at the time of the Client's purchase order and/or in the version last communicated to them in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again on a case-by-case basis.

(5) Individual agreements concluded with the Client on a case-by-case basis (including collateral agreements, supplements and amendments) and information in our order confirmation shall take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract and/or our written confirmation shall be decisive for the content of such agreements.

### **§ 2 Conclusion of contract**

(1) Our quotes are subject to change and non-binding. This shall also apply if we have provided the Client with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) and other product descriptions or documents (including in electronic form).

(2) The presentation of products and goods on the Internet or in the catalogue shall not be deemed a quote, but a non-binding invitation to the Client to place an order. By ordering goods, the Client declares with a binding effect that they wish to purchase the goods ordered.

(3) We are authorised to accept the contractual offer contained in the purchase order within two weeks of receipt. Acceptance can be declared either in writing or by delivery of the goods.

(4) Reception of a purchase order by telephone shall not be deemed a binding acceptance of this purchase order on our part.

(5) The conclusion of the contract is subject to correct and timely delivery to us by our suppliers. However, this shall only apply in the event that we are not responsible for the non-delivery, in particular in the event of the conclusion of an implied covering transaction with our supplier. The Client shall be informed immediately of the non-availability of the service. Any consideration will be refunded immediately.

(6) Changes and/or supplements to the purchase order must be made in writing in order to be effective.

(7) The contract is concluded in German.

### **§ 3 Delivery**

(1) Delivery shall be ex works, which shall also be the place of fulfilment for the delivery and any subsequent performance.

(2) At the request and expense of the Buyer, the goods shall be dispatched to another destination (sales shipment). Unless otherwise agreed, we shall be entitled to determine the type of dispatch (in particular carrier, dispatch route, packaging) ourselves.

(3) Our delivery dates or delivery periods shall be exclusively non-binding information, unless they have been expressly agreed between the Client and us to be binding.

(4) Changes or conversions initiated by the Client after conclusion of the contract shall render delivery dates non-binding, even though these dates may have been fixed, unless expressly agreed otherwise.

(5) The delivery period shall be extended accordingly by the duration of the actual disruption to business operations if there are disruptions in our business operations or those of our suppliers for which we are not responsible, in particular in the event of measures in the context of labour disputes, in cases of force majeure due to unforeseen events for which we are not responsible. We are obliged to inform the Client immediately of the occurrence and end of such disruptions.

(6) If the delivery becomes impossible because the upstream suppliers do not supply us through no fault of our own, we shall be entitled to withdraw from the contract if the reasons for non-delivery by the upstream supplier only occurred after conclusion of the contract with the Client, if the reasons were not foreseeable at the time of conclusion of the contract with the Client and/or if we can prove that we have made reasonable efforts to procure replacement, which were unsuccessful nonetheless.

(7) Partial deliveries are permissible to the extent that they are in the Client's interest and reasonable.

### **§ 4 Transfer of risk**

(1) The risk of accidental loss and accidental deterioration of the goods shall pass to the Client once the goods have been supplied at the agreed place of delivery by us and once we have notified the Client, and in the case of sales shipment once the goods have been delivered to the forwarding agent, the carrier or the person or organisation otherwise designated to carry out the shipment.

(2) As soon as the Client is in default of acceptance of the goods, the risk of accidental loss and accidental deterioration of the goods shall also pass to the Client.

### **§ 5 Prices and payment**

(1) The prices shall include the statutory value added tax, unless this is shown separately.

(2) The amount of the shipping costs is specified in the respective quote.

(3) Unless otherwise expressly agreed, the Client may pay the purchase price by cash on delivery, invoice or credit card.

(4) The purchase price for the respective goods must be paid within 10 days of receipt of the goods. After expiry of this period, the Client shall be in default of payment.

(5) The statutory provisions shall apply to default of payment. In the case of cheques, bank or postal transfers, the date on which we receive the credit note shall be deemed to be the date of receipt of payment. If the Client is in default of payment, we shall be entitled to claim the statutory default interest. During the period of default, interest shall be charged on the money debt at a rate of 9 percentage points above the base rate. We reserve the right to prove and claim higher default interest damages.

(6) The Client shall only be entitled to set-off and retention if their counterclaims have been recognised by declaratory judgement or are undisputed.

(7) For purchase orders with an order value of more than EUR 10,000.00 and for customised products, an advance payment of 1/3 of the order value must be made when the order is placed.

(8) Payment by instalments, rental and leasing can only be agreed if the Client issues us with a direct debit authorisation.

## **§ 6 Retention of title**

(1) We reserve title to the goods until all claims arising from the current business relationship have been settled in full.

(2) The Client is obliged to treat the goods with care for the duration of the retention of title. If maintenance and/or inspection work is required, the Client must carry this out regularly at their own expense.

(3) The Client is obliged to notify us immediately of any access to the goods by third parties, for example in the event of levies of execution, as well as of any damage to or destruction of the goods. The Client shall compensate us for all damages and costs incurred by a breach of these obligations and by intervention required to prevent third parties from accessing the goods. In the case of leased or rented goods or goods provided on instalment payment, the Client shall be obliged to affix an adhesive label indicating our title to the goods and placed in a visible position.

(4) The Client must notify us immediately of any change of ownership of the goods and any change of address.

(5) The Client undertakes to protect our property accordingly even if the delivered goods are not intended for the Client directly, but for third parties. The Client shall expressly inform the recipient of this retention of title.

(6) We are entitled to withdraw from the contract and demand the return of the goods if the Client is in breach of contract, in particular in the event of default in payment. In addition, we shall be entitled to withdraw from the contract in the event of a breach of an obligation under paragraphs 2 to 5.

(7) The Client is authorised to resell the goods in the ordinary course of business. The Client hereby assigns to us all claims equal to the invoice amount which accrue to them through the resale to a third party. We accept the assignment. Following the assignment, the entrepreneur is authorised to collect the claim. We reserve the right to collect the claim ourselves as soon as the entrepreneur does not properly fulfil their payment obligations and is in default of payment.

(8) The handling and processing of the goods by the entrepreneur shall always be carried out in our name and on our behalf. If the goods are processed, we shall acquire co-ownership of the new item in proportion to the value of the goods supplied by us. The same shall apply if the goods are processed or mixed with other items not belonging to us.

(9) We reserve the property rights and copyrights to all documents provided to the Client and related to the placement of the purchase order. These documents may not be made accessible to third parties unless we give the Buyer our express written consent.

## **§ 7 Warranty**

(1) Liability for defects shall be governed by the statutory provisions, taking these conditions into account.

(2) We reserve the right to make technical changes as well as customary changes and deviations in shape, colour, weight and/or the materials used within the scope of what is reasonable. These technical changes shall not constitute a defect.

(3) If the delivered goods do not have the agreed quality or if they are not suitable for the use assumed under the contract or for the general use or if they do not have the properties that the Client could expect according to our public statements, we shall be obliged to provide supplementary performance. This shall not apply if we are entitled to refuse supplementary performance on the basis of statutory regulations.

(4) If there are defects in the goods, we shall firstly repair or replace the goods at our discretion.

(5) If the supplementary performance fails, the Client may, at their discretion, request a reduction of the remuneration (reduction) or cancellation of the contract (withdrawal) as well as compensation for damages. If the defects are only minor, the Client shall have no right of withdrawal.

(6) The Client must carefully inspect the delivered goods immediately after delivery to the Client or to a third party designated by the Client. With regard to obvious defects or other defects that would have been recognisable during an immediate, careful inspection, the goods shall be deemed to have been approved by the Client if we do not receive a written notice of defects within seven working days of delivery. With regard to other defects, the goods shall be deemed to have been approved by the Client if we do not receive the notice of defects within seven working days of the time at which the defect became apparent. However, if the defect was already apparent at an earlier time under normal use, this earlier time shall be decisive for the start of the complaint period.

(7) The warranty period is one year starting with the delivery of the goods.

(8) For used goods, which may also be exhibits, the warranty period is one year starting with the delivery of the goods.

(9) In principle, only the manufacturer's product description shall be deemed agreed as the quality of the goods. Public statements, promotions or advertising by the manufacturer do not constitute a contractual quality of the goods.

(10) If the Client receives defective assembly instructions, we shall only be obliged to supply assembly instructions free of defects and only if the fault in the assembly instructions obstructs proper assembly.

(11) The Client does not receive any warranties within a statutory meaning from us. Manufacturer warranties shall remain unaffected by this.

## **§ 8 Limitation of liability**

(1) In the event of slightly negligent breaches of duty, our liability shall be limited to the foreseeable direct damage typical for the type and nature of the contract. The same applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.

(2) We shall not be liable for slightly negligent breaches of non-essential contractual obligations, the breach of which does not jeopardise the performance of the contract.

(3) The above limitations of liability shall not apply to claims of the Client arising from product liability or warranty. Furthermore, the limitations of liability shall not apply in the event of physical injury or damage to health or loss of life of the Client attributable to us.

(4) We are only liable for our own content on our websites and catalogues. To the extent that we provide access to other websites via links, we are not responsible for any third-party content contained therein. We do not appropriate this third-party content.

(5) We shall not be liable for unsuitable or improper use, faulty assembly, commissioning by the Client or third parties, natural wear and tear, faulty or negligent handling and unauthorised repairs.

(6) The Client's claims for damages due to a defect shall become time-barred one year after delivery of the goods. This shall not apply if we can be accused of malicious intent.

## **§ 9 Final provisions**

(1) Please note that personal data collected as part of or in connection with the business relationship will be processed within the meaning of Art. 2 of the General Data Protection Regulation (GDPR), provided that the requirements of Art. 6 para. 1 GDPR are met. In addition, our privacy policy applies, in which you will find more detailed information on data protection.

(2) These General Terms and Conditions and the contractual relationship between us and the Client shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(3) In the event of disputes, the place of jurisdiction shall be the district in which we have our registered office.

(4) Should individual provisions of the contract, including these General Terms and Conditions, be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining provisions of the contract.

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