

I. STANDARD BUSINESS TERMS

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (scheffinger GmbH) via the www.scheffinger.de website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products. Our offers on the website are non-binding and are not a binding offer to conclude a contract.

(2) You can use the online shopping cart system to place a binding offer of purchase (order). Here, the goods meant for purchase are stored in the 'Shopping cart'. You can use the respective button in the navigation bar to call up the "shopping cart" and make changes at any time. After the 'check-out' page has been called up and the respective personal data and payment and shipping conditions have been entered, all the order data is displayed again on the order overview page. Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's 'back' function) or cancel the purchase transaction. When the order is placed using the "Place order in conjunction with a liability to pay" button, you are considered to have made a binding offer to us.

(3) The acceptance of the offer (and with it, the conclusion of the contract) takes place immediately after placing the order via a textual confirmation (e.g. email), in which you receive confirmation (order acknowledgement) regarding the execution of the order or the delivery of the products in question. If you have not received any corresponding message within this deadline, you are no longer considered to be bound to your order. Under such circumstances, any services that have already been provided are restored without undue delay.

(4) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the

contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 3 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

§ 4 Liability

(1) We also provide unlimited liability for damage caused due to the violation of life, limb or health. Furthermore, we provide liability without limitation in all cases of intent and gross negligence, if a defect is fraudulently concealed, in case of assumption of guarantee for the procurement of the object of purchase and in all other legally regulated cases.

(2) The liability of defects within the scope of the implied warranty complies with the corresponding regulation in our customer information (Part II).

(3) If the situation in question relates to important contractual obligations and involves minor negligence, our liability is limited to the foreseeable damages that are typical for the contract. The term 'important contractual obligations' refers to important obligations that follow from the nature of the contract and whose violation would jeopardise the fulfilment of the purpose of the contract. It also covers obligations that the contents of the contract impose on us in order to facilitate the fulfilment of the purpose of the contract and whose fulfilment makes it possible for the contract to be executed in an orderly manner, and compliance with which may regularly be taken for granted by you.

(4) When it comes to the violation of inessential contractual obligations, no liability shall be assumed if the situation in question involves violations of obligations associated with light negligence.

(5) The current state of the respective technology makes it impossible to guarantee that data transmission operations that use the internet will take place in an error-free manner characterised by permanent availability. In this respect, we cannot vouch for the constant and uninterrupted availability of the website and the service offered on the website.

§ 5 Choice of law

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandato-

ry provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. CUSTOMER INFORMATION

1. Identity of the seller

scheffiger GmbH
Westendstrasse 65
60325 Frankfurt am Main
Germany
Phone +49 (0) 69 - 87 40 31 40
E-mail: info@scheffinger.de

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <http://ec.europa.eu/odr>.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance with § 2 of our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online-shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

3.3 You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

4. Codes of conduct

4.1 We are voluntarily subject to the Käufersiegel quality criteria of Händlerbund Management AG which can be viewed at: <http://www.haendlerbund.de/images/content/kaeufersiegel/kaeufersiegel-qualitatskriterien.pdf> and, in connection with that, the Ecommerce Europe Trustmark Code of Conduct: www.ecommercetrustmark.eu/the-code-of-conduct

5. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

6. Prices and payment arrangements

6.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

6.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

6.3 The payment methods that are available to you are specified under a correspondingly-named button on our website, or in the respective product description.

6.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

7. Delivery conditions

7.1 The delivery conditions, the delivery date and any potential delivery restrictions can be found under a correspondingly-named button on our website or in the respective quote.

7.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

8. Statutory warranty right

8.1 The statutory warranty rights are applicable.

8.2 As a user, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

These general terms and conditions and customer information have been produced by Händlerbund lawyers who specialise in IT law and are continuously checked for legal conformity. Händlerbund Management AG guarantees that the texts are legally correct, and is liable in the event of written warnings. More information about this can be found at: <http://www.haendlerbund.de/agb-service>