

General Terms and Conditions

viveroo GmbH

§ 1. Conclusion of contract

1. Our deliveries are made exclusively on the basis of these delivery and business conditions. We only recognize terms of the customer that conflict with or deviate from our delivery and business terms and conditions if we expressly agree to them in writing.
2. Our offers are subject to change. Technical details, e.g. Dimensions, illustrations and drawings are only decisive within the scope of usual technical tolerances, unless they are expressly designated as binding.
3. The contract is only concluded with our written confirmation.
4. Any changes, side agreements or other agreements will only become part of the contract if we have confirmed them in writing. This applies in particular to the subsequent reduction in the order quantity or the subsequent change in product specifications.
5. Cost estimates, drawings and other offer documents may only be made accessible to third parties with our written consent.

§ 2. Prices / payments and rights of retention

1. Our prices, which are always to be understood in € (euros), apply ex works excluding transport and packaging, plus VAT at the applicable rate. Transport and packaging costs will be invoiced separately.
2. If delivery takes place 4 months or later after conclusion of the contract, we reserve the right to make reasonable price changes due to changes in wages, material transport or packaging costs.
3. Unless otherwise agreed in writing, payments are to be made without deduction within 7 days after invoicing.
4. If the purchaser is in arrears or if we become aware of circumstances that put his solvency in doubt, our claims, which deviate from the above payment terms, are due immediately upon fulfillment. In this case we are entitled to make new deliveries only against advanced payment or against provision of sufficient security. If the customer does not offer any of these services, we are entitled, after a reasonable grace period, to demand compensation for non-performance or to withdraw from the contract if it has not yet been fulfilled.

§ 3. Delivery Time/ Delay

1. Delivery periods begin with the receipt of our order confirmation, however not before clarification of the order details, which the purchaser has to provide in accordance with the contract.
2. Events of force majeure or also industrial disputes and other unpredictable, inevitable and serious operational disruptions entitle us to postpone delivery for the duration of the

disruption, including a reasonable start-up time. The customer will be informed as soon as possible of the start and end of such operational disruptions.

3. If the customer defaults on acceptance or culpably violates other duties to cooperate, we are entitled to demand compensation for the damage we incur, including any additional expenses. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the goods passes to the customer at the point in time when the customer is in default of acceptance or debtor.
4. In the event of a delay in delivery, we shall be liable for delayed delivery for every completed week after a reminder and a reasonable grace period as part of a flat-rate compensation for delay in the amount of 0.5%, but not more than 5% of the value of that part of the total delivery which is not due to the delay can be used in time or not in accordance with the contract. This limitation of liability does not apply if we are responsible for gross negligence or intent.

§ 4. Transfer of risk in the case of dispatch / packaging / partial delivery

1. When the goods are dispatched, the risk of accidental loss or accidental deterioration of the goods passes to the customer upon leaving the factory. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.
2. Packaging and shipping method are done to the best of our discretion. They are free to our choice if nothing else is agreed in writing. Partial deliveries are permitted, unless they are not reasonable for the customer.

§ 5. Exchange

1. Our goods are non-returnable. If, in exceptional cases, a return of the delivered goods is agreed between us and the customer, the customer must pay a re-storage fee, which covers our administrative costs, in the amount of at least 20 percent, but not more than 50 percent of the invoice amount.
2. The taking back of made-to-measure and custom-made products, which were manufactured on customer request, is excluded in any case.

§ 6. Retention of title

1. The customer is entitled to resell the goods in the normal course of business. The resale is equivalent to the use of the goods in fulfillment of work contracts by the customer. The customer hereby assigns to us all claims from the sale of the goods in full. Without prejudice to our direct debit authorization, the purchaser is revocably authorized to collect our claims in his own name as long as he meets his payment obligations from the proceeds received, is not in default of payment and, in particular, there is no application to open insolvency proceedings or payment is suspended.
2. Any processing and further processing or transformation of the goods is the responsibility of the customer, without us having any further obligations. If the customer acquires ownership of the new item under mandatory law, it is agreed that he transfers the co-ownership to us in proportion to the value of our goods in the new item and stores it for us free of charge.

3. Should the value of the collateral to which we are entitled exceed the claims to be secured by more than 10%, we undertake to release the corresponding amount at our request at the customer's request.
4. In the event of attachment or impairment of our rights by third parties in any other way, the purchaser must notify us immediately.

§ 7. Planning and projects

1. Consultation, project planning and other planning from us for the end customer are only binding insofar as they relate to the use of our delivery items and they are based on complete, written information from the end customer about structural conditions and dimensions, purpose and use.

§ 8. Warranty and notice of defects

1. Warranty rights of the purchaser require that the purchaser has properly complied with his obligations to inspect and give notice of defects pursuant to Section 377 HGB. Should there be any complaints, then according to § 377 HGB, obvious defects must be claimed immediately, but at the latest within 14 days after receipt of the goods, hidden defects immediately after their discovery, otherwise the goods are considered approved.
2. Claims for defects become statute-barred 12 months after delivery of the goods we have delivered to our customer. The above provisions do not apply if the law prescribes longer periods. Prior to returning the goods our permit is to be requested.
3. If the delivered goods have a defect that already existed at the time of the transfer of risk, we will, subject to timely notification of the defect, either repair the goods or deliver replacement goods. We are always given the opportunity to remedy the defect within a reasonable period.
4. For items obtained from sub-suppliers, the warranty is limited to the scope of the guarantee terms of the manufacturer.
5. The warranty is at our discretion for repair or replacement of the rejected parts. If we replace parts that are the subject of complaint, the latter become our property.
6. If the customer or a third party has made changes to the goods delivered by us, any claim to warranty expires.
7. If the supplementary performance fails, the purchaser can reduce the remuneration or, if the construction work is not the subject of liability for defects, can withdraw from the contract. The customer cannot demand compensation for futile expenses.
8. The purchaser's right of recourse against us only exists insofar as the purchaser has not made any agreements with his customer that go beyond the statutory warranty claims.

§ 9. Disclaimer / guarantee and procurement risk

1. We are only liable for intentional breaches of duty, grossly negligent breaches of duty on the part of our legal representatives and vicarious agents, culpable injuries to life, limb and health, in the event of fraudulent concealment of defects or the assumption of a guarantee for the quality of the delivery item, in the event of culpable breach of material Contractual

obligations, whereby liability in the case of slight negligence and gross negligence on the part of non-managerial employees is limited to the contractually typical, reasonably foreseeable damage, insofar as liability for personal injury or property damage to privately used objects is assumed and insofar as the damage is covered by an insurance benefit . The contractual acceptance of quality and exit controls does not mean that the traffic safety obligation is also taken over.

2. Unless otherwise stipulated above, our liability is excluded regardless of the legal nature of the asserted claim. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.
3. The assumption of guarantees or the procurement risk on our part is only effective if it is designated as such, is made expressly and in writing. The customer and we agree that the information in our catalogs, pamphlets, websites, advertising leaflets and other general information does not at any time constitute a guarantee or assumption of the procurement risk.

§ 10. Others

1. This contract and the entire legal relationship between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Place of performance and exclusive place of jurisdiction for all disputes arising from this contract is Paderborn.
3. Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions remain unaffected. The parties undertake to replace the ineffective regulation with a legally permissible regulation that most closely approximates the economic purpose of the ineffective regulation or fills this gap.