

GENERAL TERMS AND CONDITIONS OF BUSINESS

I. Note acc. § 36 VSBG

The company AS-Distribution GmbH is neither willing nor legally obliged to participate in a dispute settlement procedure before a consumer arbitration board.

II. Here you can find the link to the OS platform (European Dispute Resolution Platform):

<http://ec.europa.eu/consumers/odr/>

III. General terms and conditions of business of the company AS-Distribution GmbH, Hillenbrandstraße 10, 73079 Süßen, Germany, Commercial Register: Amtsgericht Ulm, Register Number: HRB 724377

§ 1 Area of Application

The following terms and conditions of business are applicable for all orders given in verbal or written form, whether submitted via e-Mail, mail or by telephone.

The customer is under obligation to accept these terms and conditions of business for all orders. Corresponding to these terms and conditions of business, merchants are referenced as customers.

Merchants AS-Distribution GmbH stands in business relations with, are natural or legal persons, or legally responsible partnerships, who carry out a commercial, a self-employed or a freelance trade. Merchants are kindly requested to place their orders principally via telephone or e-Mail.

Any different, composed or supplemental terms of business will not become integral part of the contract, unless their scope is explicitly being agreed on by written contract.

The contract partner's terms of business are not applicable and will not put AS-Distribution GmbH under obligation, if not explicitly having agreed to these terms of business in written form.

§ 2 Completion of contracts

Completion of contracts between merchants and AS-Distribution GmbH:

Your written or oral order will be acknowledged by a written acceptance of order which will include a listing of the ordered products, the charges and the delivery conditions. We will send you the acceptance of order by mail or e-Mail.

If you order at AS-Distribution GmbH for the first time, your valid business registration has to be available with us in written form. Delivery times may vary and can only be confirmed individually.

Articles of your order may be in stock or may have to be manufactured after the acceptance of order. The date of delivery will also depend on the type of shipping.

§ 3 Prices

Prices for merchants ordering at AS-Distribution GmbH:

The prices listed in our actual pricelist, valid at the time of your order, are decisive.

The given prices for merchants and distributors are net prices; the value added tax is not included.

Legal taxes and shipping costs, depending on type of shipping, size and weight of your order, will be added to the given net price, unless the trade conditions are ex works.

§ 4 Terms of Payment

Terms of payment for merchants ordering at AS-Distribution GmbH:

All delivered goods will remain our property until complete payment of the purchase price.

When ordering the first time, we will principally only deliver against prepayment, pay on delivery or per direct debit.

Payment for deliveries to registered merchants within the GERMANY shall be made against prepayment.

Payment on invoice will only be accepted after written agreement.

For orderings from other states of the EU, except GERMANY, and other countries, payment has always to be made against prepayment, if no other agreements were made. When using Swift / IBAN, the costs for bank transfer will be the same like for inland transfers.

§ 5 Delay of payment

If you are in delay of payment after admonition and setting a deadline, we will invoice default charges in the amount of 9 percentage points above the base rate p.a. given by the German Central Bank at the time of your order. If still higher damage caused by delay is verifiable, AS-Distribution GmbH is entitled to force this claim.

§ 6 Set-off for merchants

Possibility and right to set-off is only given if the counterclaim was declared legally binding, or if it is declared a legitimate claim on the part of AS-Distribution GmbH.

§ 7 Delivery and shipping

Delivery and shipping for merchants:

(1) Delivery will be shipped to the given delivery address.

(2) The ordered products will be shipped after receipt of money to the given account.

Within Germany, payment can be made either on advance payment, by bank transfer or by debit advice procedure. For other countries, deliveries will be carried out only after receipt of money on advance payment, that is by bank transfer to the given account of AS-Distribution GmbH. When using Swift / IBAN, the costs for the bank transfer will be the same like for inland transfers.

(3) Unless otherwise agreed, we will charge the costs of transportation and freight. Any arising surcharges for customs duty or special areas outside GERMANY will be charged. If ex works incoterms apply, merchant is selfresponsible for all charges ex factory door (incl. export declaration)

(4) Shippings heavier than 31 kg and bulky goods (packets with bigger volume than 1qm) will usually be delivered by a forwarding agency, not via DPD, FedEx or UPS. Please be informed that these packages will not be carried into your house by the deliverer.

(5) All shipments are basically covered by an insurance up to € 500.

After written agreement we will also apply for an insurance up to your requested amount; the additional costs will be charged.

Damages caused by shipping have to be announced immediately after receiving the package, at the latest 24 hours after receiving, at the responsible shipping company. AS-Distribution GmbH is not liable for any damages caused by transportation or loss of shipment.

(6) For your own benefit the shipping will principally always be carried out in the original packing.

(7) Is shipment, or any other service, enduringly not possible due to act of God (natural disasters, war, civil war or terror attacks), AS-Distribution GmbH is exempted from the duty to perform. Any payments made in advance will be reimbursed.

(8) AS-Distribution GmbH may refuse performance if this would mean effort which is inadequate to the customer's interest in fulfillment of the contract, with respect to the content of the sales contract and acting in good faith. Any payments made in advance will be reimbursed.

§ 8 Reservation of proprietary rights for ultimate consumers and merchants

All delivered goods will remain the property of AS-Distribution GmbH until complete payment of the purchase price. This reservation of rights also covers all processed material and separates. In case of resale it will also cover the price of resale (extended reservation of rights).

As long as this reservation of proprietary rights is enduring, the merchant may not resale any good or dispose of the goods. Above all, the customer may not enter into any contractual agreement with other persons about usage of the goods.

§ 9 Warranty and liability

Warranty and liability at AS-Distribution GmbH (merchants)

(1) There is no suffrage on rework or replacement for merchants. Rework shall be deemed to be failed on second running, if no other conclusions can be made given by the kind of good, by the defect or any other circumstances.

The customer is entitled to demand price deduction, or to cancel a purchase, if supplementary performance has been failing or has been refused by AS-Distribution GmbH, or if AS-Distribution GmbH has not been acting within an appropriate period fixed by the merchant.

Claims for damages remain unaffected. Handling errors, damages arising by improper usage, connection or placement, storage, as well as by intervention of others, are excluded from warranty. Please be informed that there is no case of warranty on hand if the product fulfilled the defined quality at the time of the transfer of risks. Above all, no case of warranty is on hand in following situations:

- a. for any damage which arises by misuse, or improper or incorrect usage by the customer
- b. if damage occurred by harmful extraneous influences at the customer's, that is especially extreme temperatures, unusual physical or electrical strain, humidity, variation in voltage, by lightning, hyper-static electricity, or fire
- c. if there is any damage or error caused by improper or careless repair done by a service which has not been authorized by AS-Distribution GmbH.

AS-Distribution GmbH also does not guarantee an error that is caused by improper repair by an authorized service representative from the manufacturer.

Claims for damages remain unaffected. Operational errors, damage from improper use, installation and connection or storage or third-party intervention is not the responsibility of the warranty.

(2) Warranty periods are set depending on the particular product and may vary.

The minimum warranty period amounts 24 month. Please principally address any service requests for products carrying in-house warranty during warranty-period directly to AS-Distribution GmbH. Only AS-Distribution GmbH is on duty to satisfy your claim on warranty. If need be, please ask for the corresponding warranty periods.

Our warranty includes all costs, that is material and working hours, necessary for maintenance of the product, except the shipping costs.

For avilment of our warranty service we will charge the shipping costs for sending the product to our house, but we will take over the costs for the return transport.

Claim on warranty by merchants presume that § 377 HGB (German Code Of Commercial Law) has been fulfilled correctly, that is the duty on investigation and animadversion.

Any obvious defects have to be notified in written form within two weeks after delivery. Defective goods have to be held ready for inspection by a AS-Distribution GmbH associate. When committing transgression of preceding obligations any assertion on claim for warranty is excluded. Any claim on warranty for second-hand articles is excluded.

§ 10 Limitation of liability for merchants

AS-Distribution GmbH excludes liability for damage caused by negligence, from where these are not contractual obligations, damages resulting from injury to life, body or health or guarantees, or claims under the Product Liability Act. The same applies to breaches of the agents of AS-Distribution GmbH.

If any obligations deriving from the sales contract are violated, liability in case of slight negligence is limited to damages which are typically associated with the contract and can be foreseen.

Claims for damages due to delay, or evidenced charges for replacement of expenditures according to § 284 BGB (German Civil Law), are limited to 10 % of the purchase price, as far as AS-Distribution GmbH, has not been acting carelessly.

§ 11 Privacy of data and credit assessment for merchants

AS-Distribution GmbH reserve the right to verify the identity, solvency, or the customer's authorisation to pay by the specified credit card, in a given case. In this context we might request you to hand in a copy of your valid identification card and/or a copy of the specified credit card. The data necessary for business purposes will be saved and might be passed on to associated companies in context of processing your order. If required, your data given to conclude the contract, that is name, surname, date of birth, address, will be used to induce a check of solvency at Creditreform Nürnberg Postfach 4246 90022 Nürnberg. This indication is provided according to § 33 para.1 Bundesdatenschutzgesetz (German Federal Data Protection Act). All personal data will be treated confidentially.

Listed address-data might be used for promotion purposes.

The customer may enter objection to usage of its data for promotion purposes, in that case please send in your formless objection by mail or e-Mail to the following address:

subject: data privacy AS-Distribution GmbH, Hillenbrandstraße 10, 73079 Sülben or by e-Mail:
info@as-distribution.de

By sending in your order you agree with the storage of your data. You may view your data, prompt for modification or deletion of this information anytime.

§ 12 Place of jurisdiction, place of fulfilment, appurtenance for merchants

These terms and conditions of business are solely underlying the law of the GERMANY, with explicit exclusion of the CISG (UN Convention on Contracts for the International Sale of Goods). AS-Distribution GmbH is also entitled to sue a customer at the court of its place of abode.

For merchants the place of fulfilment is Sülben.

For merchants from all other countries of the EU the place of jurisdiction and place of fulfilment is solely Sülben.

§ 13 Severability clause for merchants

Should these terms and conditions of business partially or completely not have become integral part of contract, or are non-effective, the contract will be effective for the rest. If clauses have not become integral part of the

contract, or are non-effective, the content of the contract is underlying the legal order. The contract will become ineffective only in the case that adherence to it, in consideration of modifications been taken regarding the legal law, would mean an undue hardship for one party to the contract.

Date of the General Terms and Conditions of Business: 01.07.2019
AS-Distribution GmbH, Hillenbrandstraße 10, 73079 Süßen, Germany