

GENERAL TERMS OF CONDITION

Slackline-Tools GbR, comprising Jörg Helfrich, Fabian Müller and Tillmann Müller

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§ 1 Scope of application

(1) These Terms and Conditions of Sale apply exclusively for transactions with companies, legal entities under public law and public law special funds as defined in section 310 subsection 1 BGB (Bürgerliches Gesetzbuch – German Civil Code). We shall only acknowledge terms and conditions of sale used by the Customer which contradict, or deviate from, our Terms and Conditions of Sale if we have expressly approved of their application in writing.

(2) These Terms and Conditions of Sale shall also apply for all future transactions with the Customer, in as far as the transactions concerned are similar legal acts.

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer under section 145 BGB, we shall have the right to accept this offer within a period of two weeks.

§ 3 Prices and payment

(1) Unless agreed otherwise in writing, our prices, up to a sum of 150 € (net), are ex works excluding packaging and shipping costs, plus value added tax at the rate applicable in each case. Packaging and shipping costs will be invoiced at a lump sum of 4.2 € net. Deliveries with a net product value of 150 € or more shall be free of charge for packaging and shipping.

(2) The purchase price must in all cases be paid into the account mentioned overleaf.

(3) Unless agreed otherwise, the purchase price is to be paid within 30 days from delivery; payment within 10 days with 2% discount. Default interest will be charged at a rate 8 % above the applicable basic interest rate p.a. We reserve the right to assert higher default damages.

(4) Unless an agreement regarding a fixed price has been concluded, we reserve the right to implement reasonable price modifications due to changes in the costs for salaries, material and sales, for all deliveries to be carried out 3 months or more after the date of the conclusion of the contract.

§ 4 Set-off and retention rights

The Customer only is entitled to a set-off if his/her counter-claims have been determined in a legally binding way, or are undisputed. The Customer shall only be entitled to execute retention rights if his/her counter-claim is based on the same contract.

§ 5 Delivery time

(1) The commencement of the delivery period stipulated by ourselves requires the timely and proper fulfilment of the Customer's obligations. We reserve the right to raise the objection of non-performance of the contract.

(2) Should the Customer be in default with his/her acceptance of the goods, or should he/she culpably violate any other co-operation duties, we shall have the right to request compensation for any damages incurred, including additional expenses. We reserve the right to assert further claims. If the abovementioned prerequisites are fulfilled, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the Customer at the time when he/she comes into default regarding the acceptance of the goods or regarding the performance of his/her duties under the contract.

(3) In cases of delayed delivery which we have not caused intentionally or in a grossly negligent way, we shall be liable for payment of default compensation in the form of a lumpsum payment amounting to a maximum of 1 % of the value of the delivery for each complete week of default, however, up to a maximum of 5 % of the value of the delivery.

§ 6 Passing of risk upon dispatch of goods

If the goods are dispatched to the Customer upon the Customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon dispatch of the goods to the Customer, at the latest at the time when the goods leave the factory/warehouse. This shall apply irrespective of whether dispatch of the goods is effected

from the place of performance, and irrespective of who bears the freight costs.

§ 7 Reservation of title

(1) We reserve our title to the delivered goods up until the time complete payment of all claims from the delivery contract has been effected. This shall also apply for all future deliveries, even if we do not always expressly refer to this fact. We are entitled to take back the purchased goods if the Customer acts contrary to the contract.

(2) The Customer is obligated to handle the goods with due care, as long as the title to the goods has not passed to him/her.

§ 8 Warranty and notification of defects as well as recourse claims/ regress against manufacturer

(1) Warranty claims by the Customer require that the Customer has duly fulfilled his/her obligations of examination and notification pursuant to section 377 HGB (Handelsgesetzbuch – German Commercial Code).

(2) Claims based on defects which were not caused by wear-and-tear shall become time barred 24 months from delivery of the goods delivered by ourselves to the Customer. Our approval must be obtained prior to any return shipment of goods.

(3) Should the delivered goods, in spite of all due diligence used, contain a defect which had already existed at the time of passing of the risk, we shall, at our discretion, either rectify the defect or provide substitute delivery, provided that the notification of defect was submitted in due time. We must always be given the opportunity to provide subsequent performance within an adequate period of time. The above regulation shall, without any restrictions, not affect potential recourse claims.

(4) Should subsequent performance fail, the Customer – notwithstanding any claims for damages – may either cancel the contract or reduce the remuneration.

(5) No claims based on defects exist if the properties of the goods only deviate insubstantially from the agreed properties, if usability is only insubstantially impaired, in case of natural wear-and-tear as well as in cases of damages which occur after the passing of the risk due to incorrect or negligent handling, excessive strain or due to special exterior influence which had not been presupposed under the contract. If improper changes are carried out by the Customer or a third party, damage claims cannot be asserted with regard to these changes, nor with regard to the consequences resulting from them.

(6) Claims by the Customer regarding expenses necessary for purposes of subsequent performance, in particular costs for transport, handling, labour and material, are excluded in as far as such expenses are increased due to the delivered goods being subsequently relocated to a place other than the Customer's establishment, unless the relocation is in compliance with the utilisation as intended.

(7) Recourse claims by the Customer vis-à-vis ourselves only exist to the extent to which the Customer and his/her client have not concluded any agreement going beyond the damage claims mandatorily provided for by statutes. Regarding the extent of the Customer's recourse claims against the supplier, subsection 6 shall apply mutatis mutandis.

§ 9 Miscellaneous

(1) This contract and the entire legal relations between the Parties are governed by the laws of the Federal Republic of Germany, excluding UN sales law (CISG).

(2) The place of performance and exclusive venue for all disputes arising from this contract is our place of business, Konstanz (Constance, Germany), unless the order confirmation states otherwise.

(3) Any agreements which have been made between the Parties for the purpose of the implementation of this contract are set out in writing in this contract.

(4) Should individual provisions in this contract be or become invalid, or contain a gap, this shall not affect the remaining provisions. The Parties undertake to replace the invalid provision by a provision which is legally admissible and comes as close as possible to the economic purpose of the invalid provision, or which fills the gap