

General conditions of sale of Murnauer Markenvertrieb GmbH

The following conditions of sale apply to all of our business relationships with our customers ("Buyers"). The Buyer's conditions of purchase only become part of the contract with our express consent. This clause requiring our consent shall always apply – for example, even in the event that we carry out the delivery to the buyer without reservation, knowing the general terms and conditions of the Buyer.

1. Delivery

(1) Unless otherwise agreed, delivery is made by sending the goods to the Buyer. We offer free delivery if the net value of the goods exceeds €100.00. If the net value of the goods is less than this, we charge a delivery fee of €5.95. The Buyer acknowledges that we choose the shipping method; for special requests, we calculate the difference between the €5.95 delivery fee and the cost of sending the goods via the Buyer's desired shipping method.

(2) Our goods shall be delivered at the Buyer's risk.

(3) Binding delivery dates or fixed delivery periods only exist if we have expressly confirmed them. Our delivery is subject to proper and timely delivery to us by our suppliers.

2. Price

Unless otherwise agreed in specific cases, the current prices according to our price list at the time the contract is concluded shall apply, plus sales tax.

3. Payment

The purchase price is due and payable within 30 days of the invoice date and delivery of the goods. If the Buyer pays within 10 days of the invoice date, a 2% discount shall apply.

4. Liability

(1) In the event of intent and gross negligence, we are fully liable for damages – for whatever legal reason. In the case of simple negligence, we are only liable for damage resulting from injury to life, limb or health and for damage resulting from the breach of a material contractual obligation (i.e. an obligation whose fulfilment is essential for the proper execution of the contract and compliance with which the Buyer regularly trusts and may trust); in the latter case, however, our liability is limited to compensation for foreseeable, typically occurring damage.

(2) The above limitations of liability do not apply to claims by the Buyer under the Product Liability Act. These limitations of liability also do not apply if we have fraudulently concealed a defect or have provided a guarantee for the quality of the goods. The special statutory provisions for final delivery of the goods to a consumer (supplier recourse) also remain unaffected.

5. Statute of limitation

(1) The statute of limitations for claims arising from defects in quality and title is one year from delivery. The same limitation period also applies to contractual and non-contractual claims for damages by the Buyer based on a defect in the goods.

(2) The limitation period according to Paragraph (1) does not apply in the case of intent and gross negligence, injury to life, limb or health or if we have provided a guarantee for the quality of the goods or have fraudulently concealed a defect. The special statutory provisions for final delivery of the goods to a consumer (supplier recourse) also remain unaffected.

6. Force majeure

Obstacles to delivery due to force majeure or due to unforeseen events for which we are not responsible, such as operational disruptions, strikes, lock-outs, official orders, subsequent cessation of export or import options, as well as our reservation of our own supply of goods in accordance with Section 1 Paragraph (3) release us from the duration and scope of their influence from the obligation to comply with any agreed delivery times. They also entitle us to withdraw from the contract without the Buyer being entitled to compensation or other claims.

7. Reservation of proprietary rights

(1) Delivered goods remain our property until all current and future claims from the business relationship with the Buyer have been paid in full. During the existence of the retention of title, the Buyer must treat the goods with care and insure them at their own expense against damage from natural hazards and theft at replacement value. In the event of damage to or destruction of the goods, the Buyer hereby assigns to us the resulting claims for compensation against the insurer.

(2) The Buyer is revocably authorised to sell the goods in the ordinary course of business subject to the retention of title ("reserved goods"); the Buyer assigns to us any claims arising from the resale. We accept this assignment.

(3) Irrespective of our authority to collect the claim ourselves, the Buyer remains authorised to collect the claim even after the assignment. In this context, we undertake not to collect the claim as long as and to the extent that the Buyer meets their payment obligations, no application for the opening of insolvency or similar proceedings has been filed, and payments have not been suspended.

(4) If third parties assert rights to the reserved goods, the Buyer is obliged to inform us of this immediately.

(5) Any advertising materials (e.g. sales stands) and display items that we provide remain our property and must be returned to us at any time upon our request.

8. Set-off and withholding

The Buyer is only entitled to set-off or retention rights insofar as their claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counterclaims remain unaffected.

9. Collection of payment

Our sales representatives in the field are not authorised to collect payments.

10. Place of fulfilment, choice of law, place of jurisdiction, severability clause

(1) The place of fulfilment for the delivery (including any retrospective fulfilment) and payment by the Buyer is our place of business, currently Egelsbach, Germany.

(2) German law applies to the contractual relationship between us and the Buyer, excluding the UN Sales Convention.

(3) The exclusive place of jurisdiction for all disputes arising from the contractual relationship is our place of business, subject to a legally justified exclusive jurisdiction. However, we are also entitled to assert claims against the Buyer at the court of competent jurisdiction for the Buyer's registered office or a branch.

(4) Should individual provisions of the contract be or become invalid or unenforceable, the validity of the remaining provisions of the contract shall remain unaffected.

As at: May 2022