

Kamp Handel & Industriemontagen, Plättenweg 13 / 83115 Neubeuern

§ 1 General – Scope

These General Terms and Conditions (hereinafter: GTC) apply to all our current and future business relationships with our customers, suppliers and other business or contractual partners.

The terms and conditions apply in particular to offers and contracts for the supply and sale / purchase of new or used movable goods (hereinafter also: goods) from our business as well as (work) services such as demounting / assembly work, planning and evaluation of warehouses, the performed by us or the agents contracted by us for our customers, even if it concerns the fulfillment of warranty claims and / or warranty claims.

Our terms and conditions apply exclusively. Divergent, conflicting or supplementary terms and conditions of the business partner shall only become part of the contract if and insofar as we have expressly consented to their validity. This approval requirement applies in any case, for example, even if we carry out deliveries and services to him without reservation in knowledge of the terms and conditions of the business partner.

Legally relevant declarations and notifications in relation to the contract (eg offer, order confirmation, invoice, setting of deadlines, notification of defects, withdrawal or reduction) must be submitted in writing, ie in written or text form (eg letter, e-mail, fax). Statutory formal requirements and further proof, especially in case of doubt about the legitimacy of the declarant, remain unaffected.

§ 2 Offer and conclusion of contract

Unless otherwise agreed in individual cases, our offers are non-binding. This also applies if we have provided the customer with catalogs, technical documentation (eg drawings, plans, calculations, calculations, etc.), other product descriptions or documents – also in electronic form – in which we reserve the rights of ownership and copyrights.

Goods and services ordered by the customer are considered as binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 2 weeks of its receipt. A purchase contract is only concluded when we accept the order expressly, confirm, or with the delivery or dispatch of the goods or the provision of the service in execution of the order.

If the customer orders the goods or services electronically, the receipt of the order is confirmed, but does not yet contain an order confirmation. The confirmation of receipt can be linked to the order confirmation. Contracts that are concluded with us via online auction houses such as eBay, Resale, etc., come into existence with the expiry of the time of the action with the highest bidder, or through immediate sale. We expressly reserve the ownership rights and copyrights to the cost estimates, drawings, drafts and mathematical principles we have prepared. These documents may not be duplicated or made accessible to third parties without written consent and must be returned to us immediately if the order is not placed.

With purchase offers by offerers the order comes about after written acceptance (also electronically) of the offer by us. The provider is liable for the promised quality of the goods. The provider assures that this is the sole owner of the goods. Defects, functional restrictions, etc. are to be reported by the supplier before purchase. The agreed delivery times are to be observed by the supplier. Compensation for non-compliance or defects will be charged to the provider after effort.

Services by us are provided according to the documents and information available at the time of the offer. Should there be a subsequent change, we are also entitled during the provision of services to claim any additional expenses.

§ 3 prices and terms of payment

Unless otherwise agreed in individual cases, the prices stated in the order confirmation apply. The quoted price is for ex works ex works packaging, freight and insurance and exclusive of the respective statutory value added tax. The price for performance work is exclusive of the respective statutory value added tax. For end consumers, the price is always inclusive of the applicable VAT.

For delivery times of more than four months and for performance periods of more than one year, we can make an appropriate adjustment to the agreed prices based on changes in costs, in particular collective agreements, freight rates, energy costs, VAT, customs duties, etc. Invoices are made on a EURO basis. Changes in the exchange rate to the EURO occurring after conclusion of the contract, based on the exchange rate on the date of conclusion of the contract, shall be borne by the purchaser.

If the customer is an entrepreneur, the purchase price must be paid within 7 days by bank transfer. If the customer is an end user, the purchase price must be paid gross within 14 days by bank transfer. This only applies if no other agreements have been made in the offer or on the invoice. After expiry of the due date dunning fees will be charged. A set-off and retention right is excluded.

If, after the conclusion of the contract, it becomes apparent that the contracting party has suffered a material deterioration in the financial circumstances that endanger our payment claim, we have a right of retention. This also applies if, after the conclusion of the contract, it turns out that already in the period prior to the conclusion of the contract, a financial situation endangering our payment claim existed at the contractual partner.

§ 4 Delivery or service time, delay

Our delivery dates or delivery periods are only non-binding information, unless they have been expressly agreed with us as binding. The delivery or performance period begins with the full payment of the purchase price including shipping or by appointment. The deadlines may be extended by the time until the customer has handed over all the information and documents that are necessary for the execution of the order. The exception of the unfulfilled contract remains reserved.

If we cannot comply with binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the buyer without delay and at the same time notify the expected new delivery deadline. If the service is not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; We will reimburse immediately any consideration already provided by the buyer. As a case of non-availability of the service in this sense, in particular the non-timely self-delivery by our supplier, if we have a congruent hedging transaction, neither we nor our suppliers are at fault or we are not obliged to procure in individual cases.

Incidentally, our default of delivery is governed by the statutory provisions. In any case, however, a reminder by the customer is required.

§ 5 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

Delivery is ex warehouse, where the place of performance for the delivery and any subsequent

performance is. At the request and expense of the customer the goods will be sent to another destination (consignment purchase). Unless otherwise agreed, we are entitled to determine the nature of the shipment (in particular transport company, shipping route, packaging).

The risk of accidental loss and accidental deterioration of the goods passes to the customer at the latest with the handover. However, in the case of consignment purchase, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the forwarder, the carrier or the person or institution otherwise responsible for carrying out the consignment. Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. For the rest, the statutory provisions of the contract of employment law apply accordingly to an agreed acceptance. The transfer or acceptance is the same if the customer is in default of acceptance.

If the customer is in default of acceptance, fails to cooperate or delays our delivery for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (eg storage costs)

§ 6 safety regulations

The respective product descriptions as well as operating, maintenance and inspection instructions are decisive for the purpose of use and the handling of the goods. If no documentation is available (especially for used goods) the customer will receive a briefing on the handling. For damages resulting from the fact that the customer uses the purchased goods other than in the manner described or for any other purpose, any liability is excluded. The customer must ensure that the prescribed and generally valid and known safety regulations and precautions are observed. In the case of resale, he has to expressly inform his customers about these regulations and precautions.

§ 7 Liability for defects and limitation

(I) For entrepreneurs:

For the rights of the customer in case of material and legal defects (including wrong and short delivery as well as improper installation or faulty assembly instructions), the statutory provisions, unless otherwise stated below. In all cases, the statutory special provisions remain unaffected on final delivery of the unprocessed goods to an end consumer, even if the latter has further processed them.

The warranty rights of the customer presuppose that he has duly fulfilled his duties of inspection and complaint pursuant to § 377 HGB. The complaint must be made in writing and at the latest within 5 days from receipt of the delivery or completion of the service. The customer bears the full burden of proof for all claims requirements, in particular for the defect itself, for the time of the discovery of the defect and for the timeliness of the complaint. Claims based on advertising claims of the manufacturer are excluded. This regulation applies regardless of whether the advertising statement is made before or after the conclusion of this agreement.

Insofar as there is a defect, we are entitled to supplementary performance in the form of a defect removal or delivery of a defect-free product. Our right to refuse supplementary performance under statutory conditions remains unaffected.

We are entitled to make the owed supplementary performance dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain part of the purchase price which is reasonable in relation to the defect.

The expenses required for the purpose of testing and supplementary performance, in particular transport, travel, labor and material costs and, if necessary, removal and installation costs shall be borne or refunded in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand compensation from the customer for the costs arising from the unjustified defect removal request (in particular inspection and transport costs), unless the lack of defect was not apparent to the buyer.

Claims of the customer for damages or reimbursement of futile expenses exist even with defects only in accordance with § 8 and are otherwise excluded.

Deviating from § 438 Abs. 1 Nr. 3 BGB the general period of limitation for claims arising from material and legal defects is one year from delivery. Insofar as an acceptance has been agreed, the statute of limitations begins with the acceptance. Statutory special regulations regarding the statute of limitations remain unaffected (especially § 438 para. 1 no. 1, para. 3, §§ 444 BGB).

(II) The following applies to end consumers:

We are liable for material defects and defects of title in accordance with the relevant statutory provisions, in particular §§ 434 ff. BGB, unless otherwise stated below.

The limitation period for warranty claims is one year for used items. Otherwise, the statutory limitation periods apply.

§ 8 Other liability

Unless otherwise stated in these GTC, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with statutory provisions.

We are liable for damages – for whatever legal reason – in the context of fault liability in the case of intent and gross negligence. In case of ordinary negligence we are liable subject to a milder liability according to legal regulations (eg for care in your own affairs) only

a) for damage resulting from injury to life, limb or health,

b) for damages resulting from the substantial breach of a material contractual obligation (obligation the fulfillment of which makes the proper execution of the contract possible in the first place and on the compliance of which the contractual partner can regularly rely and trust); however, in this case our liability is limited to compensation for foreseeable, typically occurring damage.

The liability limitations resulting from para. 2 shall also apply to breaches of duty by or for the benefit of persons whose fault we are responsible for under statutory provisions. They do not apply if we fraudulently concealed a defect or assumed a guarantee for the condition of the goods and for claims of the customer under the Product Liability Act.

Due to a breach of duty that does not exist in a defect, the customer can only resign or terminate if we are responsible for the breach of duty. A free right of termination of the customer (especially in accordance with §§ 650, 648 BGB) is excluded. Incidentally, the legal requirements and legal consequences apply

§ 9 Retention of title

The delivered goods (reserved goods) remain our property until complete payment of all claims from this contract. If the customer is an entrepreneur, this also applies until full payment of all our present and future claims arising from an ongoing business relationship.

The goods subject to retention of title may not be pledged to third parties or transferred as collateral before full payment of the secured claims. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is made or if third party access (eg seizure) is made to the goods belonging to us.

In the event of breach of contract by the customer, in particular in the case of non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and / or to demand the goods on the basis of the retention of title. The request for publication does not at the same time include the explanation of the resignation; we are rather entitled to demand only the goods and to reserve the right of withdrawal. If the customer does not pay the due purchase price, we may only assert these rights if we have previously unsuccessfully set a reasonable deadline for payment or if such a deadline is dispensable in accordance with the statutory provisions.

The customer is entitled until further notice in accordance with (c) below to resell and / or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions additionally apply.

- a) The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered to be the manufacturer. If the ownership rights remain with processing, mixing or combination with goods of third parties, we acquire co-ownership in proportion of the invoice values of the processed, mixed or connected goods. In addition, the same applies to the resulting product as to the goods delivered under retention of title.
- b) The customer hereby assigns to us the claims arising from the resale of the goods or the product against third parties as a whole or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the customer mentioned in paragraph 2 also apply with regard to the assigned claims.
- c) The customer is authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, there is no defect of his capacity and we do not exercise the reservation of title by exercising a right according to Art. Paragraph 3 assert. If this is the case, we can demand that the customer notifies us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment. In addition, in this case, we are entitled to revoke the customer's authority to resell and process the goods subject to retention of title.
- d) If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the request of the customer.

§ 10 Right of Withdrawal and Cancellation Policy for End Consumers

(1) When concluding a distance selling transaction, end consumers generally have a statutory right of revocation, which we subsequently provide in accordance with the statutory model. An end consumer is any natural person who concludes a legal transaction for a purpose that cannot be attributed to their commercial or self-employed professional activity. The exceptions to the right of withdrawal are regulated in paragraph (2). Paragraph (3) contains a sample withdrawal form.

Right of withdrawal

Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not a carrier, has taken possession of the goods. In the case of a contract for the delivery of a good in several installments or pieces, the cancellation period shall be fourteen days from the date on which you or a third party named by you who is not the carrier has taken possession of the last partial shipment or the last or has. In the case of a service contract, the cancellation period is fourteen days from the date of the conclusion of the contract.

In order to exercise your right of withdrawal, you must Kamp Handel & Industriemontagen, Plättenweg 13, 83115 Neubeuern / Germany, Phone: +4980359509040, Fax .: +4980359509039, Email: j.kamp@indukamp.de by means of a clear statement (eg a letter sent by post , Fax or e-mail) about your decision to withdraw from this contract. You can use the attached model withdrawal form, which is not required.

In order to maintain the cancellation period, it is sufficient that you send the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the cancellation

If you withdraw from this Agreement, we have selected all payments we have received from you, including delivery charges (except for the additional costs arising from your choosing a different delivery method than the most favorable standard delivery we offer have to repay immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this repayment fees.

We may refuse to repay you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract to us: Kamp Handel & Industriemontagen, Plättenweg 13, 83115 Neubeuern / Germany. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functionality of the goods.

If you have requested that the services be commenced during the period of cancellation, you must pay us a reasonable amount equal to the proportion of services already provided by you at the time you inform us of the exercise of the right of withdrawal in respect of this contract Comparison with the total volume of services provided for in the contract.

(2) The right of revocation does not apply to contracts for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or provision by the end consumer is authoritative or which are clearly tailored to the personal needs of the end consumer, as well as contracts for the delivery of Goods if, after being delivered, they have been inseparably mixed with other goods due to their nature.

(3) We inform about the model withdrawal form according to the legal regulation as follows:

Model withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

– To Kamp Handel & Industriemontagen, Adress: Plättenweg 13 / 83115 Neubeuern / Germany, Phone.: +4980359509040, Fax.: +4980359509039, j.kamp@indukamp.de

– I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

– Ordered on (*) / received on (*) _____

– name of the end consumer (s) _____

– address of the end consumer (s) _____

– Signature of the end consumer (s) (only when notified on paper) _____

– date _____

(*) Delete as appropriate.

§ 11 Choice of law and jurisdiction

The law of the Federal Republic of Germany. The provisions of the UN Sales Convention do not apply.

If the customer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Rosenheim. The same applies if the customer is an entrepreneur in the sense of § 14 BGB. In all cases, however, we are also entitled to file a claim at the place of performance of the delivery or service obligation in accordance with these GTC or a priority individual agreement or at the general place of jurisdiction of the customer. Priority laws, especially exclusive jurisdictions, remain unaffected.

§ 11 Severability clause

The contract remains binding even in the case of legal invalidity of individual points in its remaining parts. Instead of the ineffective points, if available, the legal regulations.

If there is discrepancy between English and German version the German version of the Terms of Business should prevail.

Terms and Conditions Company Kamp July 2019#