

We confirm your order subject to the exclusive application of our general terms and conditions of sale printed on the reverse side hereof.

## **General Terms and Conditions of Sale**

### **§ 1 Application**

- (1) The contracting party (seller, we) MIZU Vertriebs GmbH is represented by Michael Zupritt, Weidgang 3 – 5, D-78247 Hilzingen, Telefon: (+0049)7731-906 772; Fax: (+0049)7731-906 777; e-Mail: info@mizu.de.
- (2) These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
- (3) These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.
- (4) These terms and conditions of sale shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code).

### **§ 2 Offer, Acceptance**

Insofar as the order constitutes an offer within the meaning of § 145 BGB we are entitled to accept the offer within two weeks.

### **§ 3 Prices, Payment**

- (1) Prices are ex works, inclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.
- (2) Price changes and price adjustments reserved, as well as the availability of products. We reserve further to provide equivalent substitute if an item is not availability.
- (3) On the consumer-right of withdrawal and thus his right of returning the goods will be referenced (see provision specified in § 10 (Consumer Rights European Union - Returning unwanted goods).
- (4) The following payment methods accepted: Prepayment or bank transfer in advance or cash plus Cost of packaging, shipping and transport. Additional costs and VAT are shown on the invoice separately. Other payment options can be agreed separately in writing. When paying by bank transfer in advance, the following positions must be specified: IBAN-Nr. MIZU: DE18 6929 1000 0212 2459 17 & BIC-Code MIZU: GENODE61RAD  
In the case of failure to comply by the purchaser, the seller reserves the right to charge all incurred costs (e.g. bank charges) to the purchaser.
- (5) The payment of the purchase price is due upon concluding the purchase contract. The total price of the order must be paid without any deductions. The seller is entitled to temporarily make partial deliveries, if a part of the ordered goods is temporarily not available. Additional shipping costs shall be borne in any case by the seller.
- (6) If the seller approved in writing the payment within 30 days, the purchase price is due and payable net within 30 days from the date of the invoice. From the due date default interest in the amount of 8% above the respective base interest rate p. a. shall accrue. We reserve all rights to claim further damages for delay.

### **§ 4 Offset, Retainer**

The purchaser shall be entitled to offset only insofar as the purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

### **§ 5 Delivery, Delivery-Fees**

- (1) Delivery is conditioned upon timely and proper performance of all duties of the purchaser. Defences based on non-performance of the contract are reserved.
- (2) In case of default in acceptance or other breach of duties to cooperate by the purchaser we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the purchaser at the time of such default or breach of duty to cooperate.
- (3) Unless otherwise agreed, a delivery fee is charged for each delivery. The fee depends on the size and weight of each shipping package. These fees can be asked in advance. For deliveries abroad, the actual shipping cost calculation will become due. All shipping costs are to be paid without any deduction. We reserve the right to deliver the orders in part. Deliveries abroad can be carried out only as a total delivery.

### **§ 6 Passing of Risk, Shipment**

The seller bears the risk of damage during transit, if the agreed Price include the cost of transit. The same is true for the risk of accidental loss and accidental deterioration of the goods sold. If the purchaser demands shipment of the goods the risk of loss or damage to the goods passes to the purchaser upon dispatch. If the purchaser is in default of acceptance, the seller can claim compensation for the damages caused thereby. The purchaser is entitled to prove a lesser loss.

### **§ 7 Retention of Title**

- (1) We retain title to the goods until receipt of all payments in full. In case of breach of contract by the purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.
- (2) The purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.

(3) As long as the purchase price has not been completely paid, the purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.

(4) The purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

(5) Insofar as the above securities exceed the secured claim by more than 10%, we are obligated, upon our election, to release such securities upon the purchaser's request.

### **§ 8 Warranty**

(1) Precondition for any warranty claim of the purchaser is the purchaser's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).

(2) Warranty claims shall be time-barred after 24 months of the passage of risk. If the purchaser buys used products, the warranty period is shortened to one year

(3) In case of non-conformity of the goods the purchaser is entitled to alternative performance in the form of subsequent improvement or delivery of conforming goods. If such alternative performance has failed, the purchaser is entitled to reduce the purchase price or to withdraw from the contract.

### **§9 Complaints**

Faulty, damaged or incorrectly delivered merchandise will be exchanged. To clarify the situation and the further coordination of the conversion process, we ask the purchaser kindly to contact us directly before the purchaser returns the goods. This is an appeal without legal obligation - without disadvantages in the infringement.

### **§10 Consumer Rights European Union - Returning unwanted goods**

(1) As a european **consumer** the purchaser has the right to withdraw from his online purchase as well as from purchases. This "cooling off" period expires 14 days after the day the purchaser received the goods. If this period expires on a non-working day, the purchaser's deadline is extended till the next working day.

(2) The purchaser can choose to withdraw from his order for any reason within this timeframe - even if he simply changed his mind. To exercise the right of withdrawal, the purchaser must unequivocally inform us of his decision to withdraw from the purchase. The purchaser can do this, for example, by adding a written statement to the goods that he is returning by post, or by sending a fax or e-mail or the purchaser may use the model withdrawal form, which he will find on our homepage. The model withdrawal form is not obligatory. Insert the purchasers name, geographical address and, where available, the purchasers telephone number, fax number and e-mail address. To meet the withdrawal deadline, it is sufficient for the purchaser to send his communication concerning the exercise of the right of withdrawal before the withdrawal period has expired. It is not enough to just send the goods back!

(3) Effects of withdrawal

If the purchaser withdraw from this contract, we shall reimburse to the purchaser all payments received from the purchaser, including the costs of delivery (with the exception of the supplementary costs resulting from the purchasers choice of a type of delivery other than the least expensive type of standard delivery offered by us), but we will delay the refund till we have received the goods back or evidence that the purchaser sent them back. We will carry out such reimbursement using the same means of payment as the purchaser used for the initial transaction, unless the purchaser has expressly agreed otherwise; in any event, the purchaser will not incur any fees as a result of such reimbursement. In every case, the purchaser will have to pay the costs of returning the goods, if the shipping address is outside of Germany.

(4) For bulky goods (such as large equipment), we will give the purchaser (at request) at least an estimation of the cost of returning the goods. The purchaser must send the goods back within 14 days of informing us that he wants to withdraw.

(5) But still, the purchaser shall send back the goods or hand them over to us. The purchaser will have to bear the direct cost of returning the goods during the cooling-off period. The purchaser is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. The purchaser has no right to withdraw in cases where you ordered urgent repairs and maintenance work.

### **§ 11 Liability**

(1) In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage.

(2) Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.

(3) If the damage compensation liability of the seller is excluded or limited, this also applies with regard to the personal liability for damages of employees, workers, employees, representatives and agents.

(4) The seller is not liable in particular for non-specific product-related information and tips that are offered free of charge, as well as for hyperlinks to third-party offers.

(5) Any liability not expressly provided for above shall be disclaimed.

## **§ 12. TÜV, ABE or EC / ABE certificates, technical Informations**

(1) Sold products, arbitrarily altered by the purchaser, will lose the TÜV, ABE or EC / ABE certificate. The operation approval of motor vehicles forfeits if parts were used without a TÜV, ABE or EC / ABE certificate.

(2) The certificates/approvals (TÜV, ABE or EC / ABE) are the property of MIZU Vertriebs GmbH. These certificates are protected by copyright and may not be published or copied or distributed without the consent of MIZU Vertriebs GmbH. Any violation will be prosecuted.

## **§ 13 Applicable law, Jurisdiction**

(1) This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).

(2) Place of performance shall be the headquarter of the Seller (MIZU Vertriebs GmbH, Weidgang 3-5, D-78247 Hilzingen) - unless otherwise agreed in writing.

(3) Exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Singen.

### **13.1 Online-Settlement**

The European Commission is soon a platform for online dispute resolution ( OS ) ready . The link will be posted at this location once the platform exists .

## **§ 14 Privacy Notice**

The data of the purchaser, necessary for the completion of the order will be saved and possibly passed on to cooperating companies in the context of order processing. All personal data is treated confidentially. For the purpose of credit check, the seller reserves the right to exchange data with other service companies. The legitimate interests of the buyer are considered.

## **§ 15 Ineffectiveness of individual clauses**

If any provision of the General Terms and Conditions is invalid or are not valid, the enforceability / validity of the other provisions remain intact.

## **§ 16 Online Dispute Resolution - mandatory information for consumers**

The European Commission has set up a Platform to facilitate a independent, impartial, transparent, effective, quick and fair online resolution of disputes between consumers and companies - without recourse to the courts.

According to the Regulation (EU) No 524/2013 - any consumer is entitled to access the said European Online Dispute Resolution platform (referred as "ODR Platform"). In the event of any disputes with our company regarding a online sales contract or a online service contract the ODR Platform can be accessed at:

<http://ec.europa.eu/consumers/odr/> . Should you have any initial questions concerning a potential dispute resolution, please email us at: [info@mizu.de](mailto:info@mizu.de)