

General Terms and Conditions of HAINZL Motion & Drives GmbH hereinafter referred to as „Seller“ vis-à-vis consumers

1. Scope

Unless otherwise expressly agreed, the following General Terms and Conditions shall apply to all contracts, deliveries and other services in business transactions with consumers (hereinafter „Buyer“). For the purposes of these General Terms and Conditions, a consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity (§ 13 BGB). Any terms and conditions of the Buyer that are contrary to or deviate from these General Terms and Conditions of Business, in particular terms and conditions of purchase, are herewith expressly rejected. These shall not become part of the contract unless the Seller expressly agrees to them in writing.

2. Offers and conclusion of contract

2.1. The offers contained in the Seller's catalogues and sales documents as well as on the Internet are - unless expressly designated as binding - always subject to change, i.e. only to be understood as an invitation to submit an offer. The invitation to submit an offer is directed only at buyers within Germany, within the European Union within Liechtenstein, Norway and Switzerland.

2.2. The order or commissioning by the Buyer can be made via the Seller's website. The order of goods by the Buyer constitutes a binding offer to conclude a purchase contract for the ordered product(s). The Seller will immediately confirm receipt of the Customer's order by e-mail, which, however, does not yet lead to the conclusion of the contract. Before sending the order, the customer has the possibility to check the information in the order overview again, to change it (also via the „back“ function of the Internet browser) or to cancel the order.

2.3. A contract is only concluded by the Seller's order confirmation in text form or tacitly by the execution of the order of the order. The Seller will declare acceptance either by sending an order confirmation or by executing the order of the order within five working days from receipt of the order of the Customer. If it is not possible to deliver the goods ordered by the customer, for example because the relevant goods are not in stock, no order confirmation will be sent. In this case, a contract is not concluded. The seller shall inform the customer of this without delay and shall also reimburse any consideration already received without delay.

2.4. If the Buyer orders the goods electronically, the text of the contract (in particular the General Terms and Conditions as well as the cancellation policy with the model cancellation form) will be sent to the Buyer by e-mail. The text of the contract shall not be stored by the Seller.

2.5. The Buyer agrees that the invoice will be sent electronically to the e-mail address provided by the Buyer when placing the order.

3. Legal right of withdrawal

3.1. Consumers have a statutory right of withdrawal, which is explained in the following. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.

Cancellation policy Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods. In order to exercise your right of withdrawal, you must inform us (HAINZL Motion & Drives GmbH, Steingrubenweg 15, 91639 Wolframs-Eschenbach, telephone 09875 / 9777-0, fax: 09875 / 9777-40, e-mail: info@hainzl.eu) by means of a clear declaration (e.g. by telephone or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory. To comply with the cancellation period, it is sufficient for you to send the notification of the exercise of the right of cancellation before the end of the cancellation period.

Consequences of revocation

If you withdraw from this contract, we must refund all payments we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment 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 or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the end of the period of fourteen days.

You bear the costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to the handling of the goods which is not necessary for the inspection of the quality, characteristics and functionality of the goods.

3.2. Reproduction of the statutory model withdrawal form Sample cancellation form (If you wish to revoke the contract, please complete and return this form).

To:

HAINZL Motion & Drives GmbH
Steingrubenweg 15
91639 Wolframs-Eschenbach
Fax: 09875 / 9777-40
E-mail: info@hainzl.eu

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 consumer(s) Address of consumer(s)
Signature of the consumer(s) (only in the case of notification on paper) Date (*)
Delete as applicable.

3.3. We provide you with this model cancellation form again separately as an additional attachment to your order confirmation in order to offer you a simple option for printing out this form („print version“).

3.4. Exceptions to the right of withdrawal

The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer. Please refer to the respective product description.

4. Prices of goods, shipping costs and payment options

4.1. All prices are inclusive of statutory value-added tax and plus any shipping costs. The prices of the day of the order apply to the ordered goods. They are explicitly stated during the ordering process. The customer will also be informed about the amount of the shipping costs during the ordering process.

4.2. The buyer can choose from various payment methods for payment, where-by a common and free payment method is always offered. The seller reserves the right to exclude individual payment methods. The specific payment methods available result solely from the selection options during the ordering process.

5. Maturity

Invoice receivables shall become due immediately upon conclusion of the contract, i.e. after receipt of the order confirmation or receipt of the order (cf. 2.3. of these GTC) and are payable without deduction.

6. Retention of title

The seller retains ownership of the goods until the purchase price has been paid in full.

7. Delivery

7.1. The respective valid delivery times can be found on the respective product pages.

7.2. If the seller is unable to deliver the ordered goods through no fault of his own because the upstream supplier has not fulfilled his contractual obligations, or if the ordered goods are not available for a period of at least one month due to force majeure, the seller may withdraw from the purchase contract. The Seller shall inform the Buyer immediately in the event of such delivery difficulties. In the event of a withdrawal in accordance with this paragraph, the Seller shall immediately reimburse the Buyer for any payments already made. Any other legal claims of the buyer shall remain unaffected.

7.3. Delivery is only made within Germany, within the European Union and to Liechtenstein, Norway and Switzerland.

8. Warranty

The buyer is entitled to a statutory warranty right.

9. Liability

Claims for damages by the buyer, irrespective of the legal grounds, in particular from impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, are excluded for slight negligence. This exclusion of liability shall not apply in the event of injury to life, body or health and in the event of a slightly negligent breach of essential contractual obligations. In cases of slightly negligent breach of essential contractual obligations, liability shall be limited to compensation for the typical damage foreseeable at the time of conclusion of the contract. Indirect damage or consequential damage shall only be compensable insofar as it is typically to be expected when using the goods as intended. The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the Seller. Insofar as the Seller or its vicarious agents provide technical information or act in an advisory capacity without this being contractually owed, this shall be done free of charge and to the exclusion of any liability.

10. Dispute resolution

10.1. The Seller is in principle willing to participate in dispute resolution proceedings at the general consumer arbitration board. The competent body is the general Consumer arbitration board of the Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, www.verbraucher-schlichter.de.

10.2. The European Commission provides a platform for online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr> Our email address is: info@hainzl.eu

11. Final provisions

11.1. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the customer is a consumer domiciled in the European Union, Liechtenstein, Norway or Switzerland, the law of the country in which the customer is domiciled may also apply if it concerns mandatory consumer protection provisions.

11.2. Should any provision of these General Terms and Conditions be or become legally invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by the statutory provisions. The same shall apply if the General Terms and Conditions contain an unforeseen loophole.