

GENERAL TERMS AND CONDITIONS (GTC) OF BÜRKLIN GMBH & CO. KG

A. GTC for consumers

B. GTC for entrepreneurs

A. General Terms and Conditions of Bürklin GmbH & Co. KG for Consumer (private customers)

§ 1 General, Scope of the GTCs

(1) The following terms and conditions apply to contracts with consumers that you (hereinafter also referred to as "Buyer") conclude with Bürklin GmbH & Co. KG, Grünwalder Weg 30, 82041 Oberhaching, Germany, as the provider (hereinafter referred to as "we" or "Seller") via the trading platform www.buerklin.com.

(2) A consumer within the meaning of the following provisions 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.

(3) Deviating terms and conditions shall not become valid unless we expressly acknowledge them in writing. They shall not become part of the contract even if we do not expressly object to them.

§ 2 Conclusion of the contract

(1) Our offers of goods do not represent legally binding offers to conclude a purchase contract, but a non-binding online catalog. You can submit your purchase offer via the ordering system integrated in our online store. By clicking the order button, you place a binding order for the goods that are in your shopping cart.

(2) After receipt of your binding order, you will immediately receive an order confirmation from us by e-mail, in which we document the receipt of your order. This confirmation of receipt does not constitute acceptance of the contract.

(3) The contract shall be concluded by our acceptance of the order. This acceptance of the contract takes place at the latest with the delivery of the goods. An acceptance can also already be made by an order confirmation or a notification of the shipment of the ordered goods by means of a separate e-mail to you. Decisive for the time of the conclusion of the contract is the receipt of the respective declaration by you.

(4) Your personal data and information that you provide to us are used by us for the processing of orders, the delivery of goods and for the processing of payment. The delivery of the goods ordered by you is carried out by a transport company commissioned by us. For this purpose, we may provide this transport company with your e-mail address that we have so that the transport company can, if necessary, send you information about the status of your shipments, about the modalities of delivery as well as a specific delivery date by e-mail.

§ 3 Contract language and storage of the contract text

(1) Contract language is German.

(2) We save the contract text and send you the order data by e-mail. You can view the GTC at any time at www.buerklin.com. You can view your previous orders in the "Order History" area if you have registered as a customer and logged in via the website with your access data. In the case of past guest orders placed without registration, you cannot access your past orders via www.buerklin.com.

§ 4 Right of withdrawal and cancellation policy

Consumers have the following right of withdrawal:

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 possession of the goods, if you have ordered one or more goods in the context of a uniform order and these are delivered uniformly;

have taken possession of the last goods or has, if you have ordered several goods in the context of a uniform order and these are delivered separately;
have taken possession of the last partial shipment or the last piece, or has, if you have ordered goods that are delivered in several partial shipments or pieces;
have taken possession of the first goods or has taken possession of the first goods if goods are delivered under an order for the regular delivery of goods over a fixed period of time.
In order to exercise your right of withdrawal, you must inform us (Bürklin GmbH & Co. KG, Grünwalder Weg 30, D-82041 Oberhaching, Phone: +49 89 55875-230, Fax: +49 89 55875-421, E-Mail: info@buerklin.com) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw this contract. You can use the enclosed sample cancellation form for this purpose, which is, however, not mandatory.
In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal of 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 any fees because of this repayment. We can refuse the 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 within fourteen days from the day on which you notify us of the withdrawal of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functioning of the goods.

Reference to non-existence of the right of withdrawal

The right of withdrawal does not apply to the following contracts

Contracts for the supply of goods which 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,
Contracts for the supply of goods that can spoil quickly or whose expiration date would be quickly exceeded,
Contracts for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery,
Contracts for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature,
Contracts for the delivery of sound or video recordings or computer software in a sealed package, if the seal has been removed after delivery,
Contracts in which the consumer has expressly requested the entrepreneur to visit him in order to carry out urgent repair or maintenance work; this does not apply with regard to other services provided during the visit which the consumer has not expressly requested, or with regard to such goods supplied during the visit which are not necessarily required as spare parts during the maintenance or repair.

Sample cancellation form

If you want to revoke the contract, please fill out this form and send it back to us.

§ 5 Delivery and shipping costs

(1) We deliver within Germany and to the countries listed on our platform under "Shipping information".

(2) The shipping costs are not included in the product price. You can find information on the page "Shipping information". The amount of shipping costs can also be found in the respective item description.

(3) We strive for the fastest possible delivery, The goods will be shipped within 1-3 business days after order confirmation, unless otherwise specified in individual cases.

(4) If a part of the order is not immediately available because we ourselves were not supplied in time through no fault of our own, the remaining goods will be delivered subsequently without a renewed charge of the shipping fee, as far as this is reasonable for you.

(5) Products for which a surcharge is to be levied as bulky goods will only be delivered to the curb.

(6) If you want to pick up the goods at our store, please select "Collection in store" in the step Shipping Options.

§ 6 Prices and terms of payment

(1) If you order as a consumer and, under certain circumstances, have clicked the "private customer" button or have not changed to "business customer", the prices listed in the respective offers represent total prices in euros. They include all price components including all applicable taxes, in particular the statutory VAT. (gross end consumer prices).

(2) If you have chosen the payment method PayPal, you will be automatically redirected to the PayPal payment form after submitting your order. There you will be asked to log in, if you already have a PayPal account. If you do not have one yet, you must click on "Open PayPal account" and follow the further instructions.

(3) When paying by credit card, the required information must be submitted to us when placing the order. A debit takes place only with the conclusion of the contract. Credit card settlements are carried out by:

Concardis GmbH, Helfmann-Park 7, 65760 Eschborn, Germany, Managing Directors: Robert Hoffmann, Patrick Höijer, Martin Skov. When paying by credit card, you expressly authorize us to collect the amount owed via your credit card number. For this purpose, credit card information (card number, holder, expiration date) will be transmitted in encrypted form to the credit institution for the purpose of processing the payment transaction.

(4) If you want to pay and pick up the goods at our store, please select "Payment on collection (Click & Collect)". As a payment option, we offer you cash, EC card or credit card on site.

§ 7 Retention of title

Until full payment of the delivered goods, we retain title to these goods.

§ 8 Warranty

(1) The statutory liability for defects shall apply to new goods delivered.

(2) In case of purchase of used goods (or "demonstration goods" or marked as "reconditioned"), the warranty period is limited to 1 year from the date of delivery. The above limitations shall not apply in the case of intentional or grossly negligent breaches of contract as well as fraudulent intent, likewise not, in the case of culpable damage to life, health or body, or within the scope of a quality and/or durability guarantee, insofar as we have given such a guarantee with regard to the delivered goods, or insofar as the scope of application of the Product Liability Act is opened.

§ 9 Manufacturer's warranties

If manufacturers of the products you purchase offer a manufacturer's warranty, only the manufacturers and not we will be obligated by this unless we have expressly provided a warranty to you.

§ 10 Data backup

Please note before return and handover of devices with storage media (e.g. hard drives, USB sticks, cell phones, etc.):

You are responsible for backing up the data yourself. Please make appropriate backup copies or delete any personal data contained. This is particularly important if personal data of third parties is stored.

If deletion is not possible due to a defect, we ask you to explicitly inform us of the presence of personal data. Please note this clearly on the return bill.

§ 11 Liability

(1) We shall only be liable for damages, irrespective of the legal grounds, in the event of intent and gross negligence.

(2) We shall also be liable for the negligent breach of essential contractual obligations (cardinal obligations), i.e. such obligations whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance a contractual partner (you) may regularly rely. In the event of a negligent breach of cardinal obligations, however, we shall only be liable for the damage foreseeable at the time of conclusion of the contract and typical for the contract. Any exclusion or limitation of our liability shall also apply to the personal liability of legal representatives, employees and other vicarious agents.

(3) The aforementioned limitations of liability according to para. 1 and para. 2 shall not apply in case of injury to life, body and health, fraudulent intent, absence of a warranted characteristic or assumption of a guarantee. Liability under the Product Liability Act shall also remain unaffected.

(4) Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of the art. In this respect, we are not liable for the constant or uninterrupted availability of the website and the service offered there.

§ 12 Data protection

All personal data is treated as strictly confidential. We use your personal data in order to establish a contractual relationship with you, to structure its content, to change or to terminate it, in order to fulfill our contractual obligations, for the optimal processing of the order, for the delivery of the goods, for the provision of services and for the processing of the payment. For this purpose, we pass on your data to commissioned service providers and, if necessary, to affiliated companies.

For the purpose of payment processing, the data required for this purpose is stored both on our server and on the servers of the companies commissioned by us to process payments.

§ 13 Notes on battery disposal

In connection with the sale of batteries or rechargeable batteries or with the delivery of devices containing batteries or rechargeable batteries, we are obliged to inform you of the following in accordance with the Battery Act: You are legally obligated to return used batteries as an end user. You can return used batteries free of charge to our shipping address.

The symbols shown on the batteries have the following meaning:

Symbol with crossed-out garbage can = battery must not be disposed of in household waste

Pb = battery contains more than 0.004 mass percent lead

Cd = battery contains more than 0.002 mass percent cadmium

Hg = battery contains more than 0.0005 mass percent mercury

§ 14 Alternative Dispute Resolution pursuant to Art. 14 (1) ODR Regulation and Art. 36 VSBG

The European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr/>. We are not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

§ 15 Final provisions

(1) German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods, insofar as this does not deprive you of the protection granted by mandatory provisions of the law of the country of your habitual residence (favorability principle).

(2) The place of performance for all services arising from the business relationship with you is Oberhaching/Germany.

(3) The exclusive place of jurisdiction is Oberhaching/Germany, insofar as you are a merchant within the meaning of the German Commercial Code, a corporation under public law or a special fund under public law.

(4) If one or more provisions of these GTC are invalid, the remaining contractual provisions shall remain valid.

B. General Terms and Conditions of Bürklin GmbH & Co. KG for Entrepreneurs (Business Customers)

§ 1 General, Scope of the GTC

(1) The following terms and conditions apply to contracts with entrepreneurs or legal entities under public law that you (hereinafter also referred to as "Buyer") conclude with Bürklin GmbH & Co. KG, Grünwalder Weg 30, 82041 Oberhaching/Germany, Germany, as the provider (hereinafter referred to as "we" or "Seller") via the www.buerklin.com trading platform. They also apply to all future deliveries, services or offers to you, even if they are not separately agreed again.

(2) An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity. A partnership with legal capacity is a partnership endowed with the capacity to acquire rights and incur liabilities.

(3) A legal person under public law is a legally independent association of persons or a special-purpose fund with legal independence. Legal entities under public law are, in particular, corporations, institutions and foundations under public law.

(4) Deviating terms and conditions shall not become valid unless we expressly acknowledge them in writing. They shall not become part of the contract even if we do not expressly object to them. The exclusion of validity shall also apply in the event that we accept and execute your order without reservation in the knowledge of your deviating terms and conditions.

§ 2 Conclusion of the contract

Our offers of goods do not represent legally binding offers to conclude a purchase contract, but a non-binding online catalog (*invitatio ad offerendum*). You can submit your purchase offer via the ordering system integrated in our online store. By clicking the order button in our online store, you place a binding order for the goods that are in your shopping cart.

After receipt of your binding order, you will immediately receive an order confirmation from us by e-mail, in which we document the receipt of your order. This confirmation of receipt does not constitute acceptance of the contract.

The contract is concluded by our acceptance of the order. You waive the receipt of a declaration of acceptance pursuant to § 151 sentence 1 BGB. The acceptance of the contract takes place at the latest with the delivery of the goods. An acceptance can also already be made by an order confirmation or a notification of shipment of the ordered goods by means of a separate e-mail to you. Decisive for the time of the conclusion of the contract is the receipt of the respective declaration by you.

Even after conclusion of the contract, we shall be entitled to levy price surcharges at our reasonable discretion insofar as calculation components of the price have changed between your order and delivery; in addition to fees of all kinds, this shall include public charges, taxes and customs duties, freight surcharges, price increases of our suppliers and similar. In the event of the above-mentioned conditions leading to an increased price calculation on our part, the increased price shall be deemed to have been agreed. If the calculation components have changed in such a way that this leads to a price surcharge for the affected items of more than 5%, both we and you shall be entitled to withdraw from the contract with regard to the affected products (partial withdrawal). With the announcement of corresponding price changes, all previously stated prices lose their validity.

We use the data and information you provide for the processing of orders, the delivery of goods and for the processing of payments. The delivery of the goods ordered by you is carried out by a transport company commissioned by us. For this purpose, we may provide this transport company with the e-mail address you have provided to us so that the transport company can, if necessary, e-mail you information about the status of your shipments, about the modalities of delivery as well as a specific delivery date.

§ 3 Contract language and storage of the contract text

(1) Contract language is German.

(2) We save the contract text and send you the order data by e-mail. You can view the GTC at any time at www.buerklin.com. You can view your previous orders as a registered user in the "Order history" area.

§ 4 Delivery and shipping costs

(1) We deliver within Germany and to the countries listed on our platform under "Shipping information".

(2) The shipping costs are not included in the product price. You can find information on the page "Shipping information". The amount of shipping costs can also be found in the respective item description.

(3) We strive for the fastest possible delivery, The goods will be shipped within 1-3 business days after order confirmation, unless otherwise specified in individual cases.

(4) If a part of the order is not immediately available because we ourselves were not supplied in time through no fault of our own, the remaining goods will be delivered subsequently without a renewed charge of the shipping fee, as far as this is reasonable for you.

(5) Products for which a surcharge is to be levied as bulky goods will only be delivered to the curb.

(6) If you order goods for an hourly delivery and the goods do not arrive within a reasonable grace period that is possible in the individual case, you are entitled to withdraw from the contract and return the goods to us. In this case, claims for damages are excluded, unless we are guilty of intent or gross negligence. The possibility of delivery by the hour exists only for deliveries within Germany.

(7) If you want to pick up the goods at our store, please select "Collection in store" in the step Shipping Options.

§ 5 Lack of availability of ordered goods, force majeure

(1) You can see the availability of the goods during the ordering process due to the merchandise management system, which is connected to our trading platform (eProcurement) by means of an interface. On the respective product pages, the merchandise management system shows whether and how many items of the called product are available and can be shipped as quickly as possible.

(2) If, after receipt of the order, we find that the ordered goods are nevertheless no longer available with us or could only be delivered with delay, we will inform you of this immediately. You are entitled to withdraw from your offer. We will refund any payments already made immediately after the withdrawal.

(3) In cases of force majeure, such as war or threat of war, industrial action, pandemics, general legal or regulatory orders, which hinder us in our business activities and which are not foreseeable and unavoidable for us, we are entitled to postpone the fulfillment of the contract for up to two weeks from receipt of the order. You will be informed of this immediately. If even a delivery within two weeks should not be possible, we are entitled to withdraw from the contract. If you do not agree with the postponement of delivery beyond two weeks, you are entitled to withdraw from the contract. We will refund any payments already made immediately after the withdrawal. Claims for damages are excluded in the event of force majeure.

§ 6 Prices and terms of payment

(1) If you have placed an order as an entrepreneur or legal entity under public law and have also clicked the "Business customer" button, the prices listed in the respective offers represent net prices without VAT in euros, on which the respective statutory value-added tax must be paid in addition.

(2) In the case of a purchase on account, we will send you a proper invoice by e-mail or by post. Unless otherwise agreed, the stated invoice amount is due upon delivery of all ordered goods and

receipt of the invoice. The invoice amount is to be transferred within the next ten days from the invoice date.

(3) If you have chosen the payment method PayPal, you will be automatically redirected to the PayPal payment form after submitting an online-order. There you will be asked to log in, if you already have a PayPal account. If you do not have one yet, you must click on "Open PayPal account" and follow the further instructions.

(4) When paying by credit card, the required information must be submitted to us when placing the order. A debit takes place only with the conclusion of the contract.

Credit card settlements are carried out by: Concardis GmbH, Helfmann-Park 7, 65760 Eschborn, Germany, Managing Directors: Robert Hoffmann, Patrick Höijer, Martin Skov. When paying by credit card, you expressly authorize us to collect the amount owed via your credit card number. For this purpose, credit card information (card number, holder, expiration date) will be transmitted in encrypted form to the credit institution for the purpose of processing the payment transaction.

(5) If you want to pay and pick up the goods at our store, please select "Payment on collection (Click & Collect)". As a payment option, we offer you cash, EC card or credit card on site.

§ 7 Retention of title

(1) We retain title to the goods until all claims arising from the respective contract have been settled in full. Prior to the transfer of ownership of the goods subject to retention of title, pledging or transfer of ownership by way of security is not permitted.

(2) You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice amount accruing to you from the resale. We hereby accept the assignment. You are further authorized to collect the claim. Insofar as you do not properly meet your payment obligations, we reserve the right, however, to collect the claim ourselves.

(3) If the reserved goods are combined and mixed, you shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.

(4) We undertake to release the securities to which we are entitled at your request to the extent that the realizable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.

§ 8 Warranty

(1) We warrant that the goods are free of material defects and defects of title according to §§ 434, 435 BGB at the time of transfer of risk.

(2) After delivery of the ordered goods, you must immediately inspect them for completeness and/or any defects and immediately, at the latest within two weeks from receipt of the goods, notify us of any incompleteness or defects by means of a formal notice of defect in text form (e-mail to info@buerklin.com, fax: +49 89 55875-421). In the case of hidden defects, the complaint must be made immediately after the hidden defect has been discovered.

(3) The duration of the warranty is 1 year from receipt of the goods.

§ 9 Manufacturer's warranties

(1) If manufacturers of the products you purchase offer a manufacturer's warranty, only the manufacturers and not we will be obligated by this unless we have expressly provided a warranty to you.

(2) Insofar as there is a manufacturer's warranty for the goods delivered by us, your assertion of warranty claims against us requires that you have previously asserted warranty claims against the manufacturer in writing and without success. This does not apply if the scope of the manufacturer's warranty is less or its duration is shorter than the warranty claims in accordance with these GTC, or if in individual cases we have assumed a more extensive assurance of properties than the manufacturer.

§ 10 Liability

(1) We shall only be liable for damages, irrespective of the legal grounds, in the event of intent and gross negligence.

(2) We shall also be liable for the negligent breach of essential contractual obligations (cardinal obligations), i.e. such obligations whose breach jeopardizes the achievement of the purpose of the

contract and on whose compliance a contractual partner (you) may regularly rely. In the event of a negligent breach of cardinal obligations, however, we shall only be liable for the damage foreseeable at the time of conclusion of the contract and typical for the contract. Any exclusion or limitation of our liability shall also apply to the personal liability of legal representatives, employees and other vicarious agents.

(3) The aforementioned limitations of liability according to para. 1 and para. 2 shall not apply in case of injury to life, body and health, fraudulent intent, absence of a warranted characteristic or assumption of a guarantee. Liability under the Product Liability Act shall also remain unaffected.

(4) In the event of data loss, we shall only be liable if you can prove that you have made regular backups (at least once a day). If a backup copy exists, our liability is limited to the cost of restoration. This limitation does not apply in case of intent or gross negligence.

(5) Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of the art. In this respect, we are not liable for the constant or uninterrupted availability of the website and the service offered there.

§ 11 Inspection obligations of the buyer

Our goods may present a variety of unforeseeable dangers if used improperly or not as intended. We therefore draw your attention to the fact that the illustrations, drawings and technical data reproduced in our online catalog and in our internet offer are subject to ongoing changes by the product manufacturers, which are customary in the industry. Product photos do not necessarily show the scope of delivery, but only symbolize the object of purchase and may differ from the delivered goods. You are obliged to carefully and accurately check the goods received by you to ensure that the specified components, data and values correspond to your order and are suitable for your purpose. You shall carefully satisfy yourself of the functionality of the ordered goods before further use of the same and ensure that the delivered items are suitable for their intended uses.

§ 12 Data backup

Please note before returning or handing over devices with storage media (e.g. hard disks, USB sticks, cell phones etc.):

You are generally responsible for backing up the data yourself. Please make appropriate backup copies or delete any personal data contained. This is particularly important if personal data of third parties is stored.

If deletion is not possible due to a defect, we ask you to explicitly inform us of the existence of personal data. Please note this clearly on the return bill.

§ 13 Data protection

All personal data is treated as strictly confidential. We use your personal data in order to establish a contractual relationship with you, to structure its content, to change or to terminate it, in order to fulfill our contractual obligations, for the optimal processing of the order, for the delivery of the goods, for the provision of services and for the processing of the payment. For this purpose, we share your data with contracted service providers and, if applicable, affiliated companies.

For the purpose of payment processing, the data required for this purpose is stored both on our server and on the servers of the companies commissioned by us for payment processing.

§ 14 Final provisions

(1) German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) The place of performance for all services arising from the business relationship with you is Oberhaching/Germany.

(3) The exclusive place of jurisdiction is Oberhaching/Germany, insofar as you are a merchant within the meaning of the German Commercial Code, a corporation under public law or a special fund under public law.

(4) If one or more provisions of these GTC are invalid, the remaining contractual provisions shall remain valid.

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