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- A: General Terms and Conditions of Business and Delivery of Uebler GmbH to be used exclusively for entrepreneurs acting as resellers.  
B: Mandatory information in electronic business transactions (ordering process, etc.)
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**A: General Terms and Conditions of Business and Delivery of Uebler GmbH to be used exclusively for entrepreneurs acting as resellers.**

Supplier and contractor

Uebler GmbH  
Daimlerstraße 22  
91301 Forchheim  
Germany

Tel.: +49/ (0)9191/ 7362-0  
Fax: +49/ (0)9191/ 7362-77  
E-Mail: info@uebler.com

Sales tax ID: DE132504083

Registry Court: Amtsgericht Bamberg  
Register number: HRB 5694

Managing Directors: Klaus Uebler  
Christoph Bülow

**Status: 01/2024**

**§ 1 - Scope**

(1) These terms and conditions of the company Uebler GmbH (hereinafter referred to as " Vendor ") shall apply to all offers made by the Vendor for the sale of goods to entrepreneurs who purchase the contractual goods as resellers (hereinafter referred to as " Customers "). An entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding a legal transaction, acts engaging in their independent professional or commercial activity (within the meaning of § 14 BGB / German Civil Code). Resellers are entrepreneurs who do not purchase the contracted goods as end consumers.

(2) The inclusion of the Customer's terms and conditions is objected to unless the parties have expressly agreed otherwise.

**§ 2 - Conclusion of the contract and reservation of delivery**

(1) The Vendor's product offers merely represent an invitation to the Customer to submit a purchase offer to the Vendor. By placing an order, the Customer submits a binding purchase offer to the seller. The acceptance of this purchase offer by the Vendor shall only be effected by a separate declaration of acceptance or a request for payment within two weeks upon receipt of the purchase offer.

(2) The purchase transaction and contact may be effected by e-mail with the aid of automated purchase transaction software. The Customer must therefore ensure that the e-mail address provided by them for purchase processing is accurate in order to enable the respective correspondence. If spam filters are used, the Customer must ensure that all mails sent by the Vendor or its purchase processing service providers for purchase processing purposes are received.

(3) The correct and timely self-supply on the basis of a congruent covering transaction remains reserved. The Vendor shall inform the Customer without undue delay of any non-availability of the goods which are the subject of the contract and, in the event of withdrawal, shall reimburse the Customer without undue delay for any performance rendered in return.

(4) We reserve the right to carry out design changes as well as other changes to technical data and performance features, insofar as they serve technical progress and are reasonable for the Customer.

**§ 3 - Prices/ Price Adjustment**

(1) All prices stated in the offers are subject to the respective statutory value added tax and quoted "ex works". The value added tax is shown separately.

(2) Additional costs may be charged for shipping the goods at the request of the Customer in form of packaging and transport costs or as minimum quantity surcharge in accordance with the regulations of § 5.

(3) Any other pricing components, such as additional taxes, customs duties or other charges, may apply to cross-border deliveries and shall be borne by the Customer.

(4) If, in the period between the conclusion of the contract and the delivery of the contractual goods, changes in costs occur which are not justifiable by the Vendor and which were unpredictable at the time of the conclusion of the contract due to changes in the prices of

materials, energy, tariffs and raw materials and which lead to the fact that the Vendor can only obtain the raw materials or partial products from its suppliers at different price conditions or produce them itself at different price conditions than those foreseeable by the Vendor at the time of the conclusion of the contract, the Vendor shall be entitled to adjust the prices agreed with the Customer within the scope of the changed circumstances. However, such an adjustment shall only be permitted if, according to the contract, the contractual goods are to be delivered later than 2 months after the conclusion of the contract. If an increase in the delivery price which has been contractually agreed with the Customer amounts to more than 10 %, the Customer may withdraw from the contract with respect to the quantity of delivery affected thereby.

#### **§ 4 - Terms of Payment**

Payments can be effected as follows:

- Payment by bank transfer (advance payment)

Upon acceptance of the contract, the Customer will be informed of the Vendor's account details for payment. After the amount of the payment has been credited to the specified account of the Vendor, the goods will be delivered;

- Payment by invoice (creditworthiness required)

If the Vendor offers payment by invoice to the Customer, the payments must be effected within 10 days after receipt of invoice. If the Customer effects payment within 10 days of the invoice date, the Vendor shall grant a 2% discount on the net value of the goods excluding freight and packaging. The decisive point of time is the complete receipt of payment by the Vendor. A justified cash discount deduction also requires the complete settlement of all due liabilities of the Customer at the time of the cash discount.

- Payment by direct debit

If the Vendor offers payment by SEPA direct debit mandate to the Customer, the account specified by the Customer shall be debited at the earliest after the mandate has been issued and after the goods have been delivered, but not before the expiry of the pre-notification period. If the direct debit is not honored due to an insufficient account coverage or due to the provision of incorrect bank details or if the Customer objects to the debit although he/ she is not entitled to do so, the Customer shall bear the fees incurred by the reversal of the respective credit institution if the Customer is responsible for this

#### **§ 5 - Delivery/ delivery costs / minimum quantity surcharge**

(1) Information on delivery periods shall be deemed to be expected and non-binding. Delivery periods shall only be deemed binding if they have been expressly designated or confirmed as binding by the Vendor in writing.

(2) Unless otherwise agreed, delivery is ex works at the expense and risk of the Customer.

(3) If the Vendor dispatches the goods at the request of the Customer, the Vendor shall be responsible for selecting the mode of dispatch. For standard deliveries within Germany below a net value of EUR 900.00, the Vendor shall charge a flat-rate transport fee of EUR 10.00 plus VAT; for goods having a net value of EUR 900.00 or above and for goods from the field of electromobility (with the exception of their accessories), delivery within Germany shall be free of transport costs. For spare parts sent by post the flat transport rate for standard deliveries is EUR 4.00 plus VAT, for spare parts in standard parcel shipping EUR 10.00 plus VAT. Express goods deliveries will only be effected according to individual agreement.

(4) For orders with a total net value of less than EUR 11.00, the Seller shall impose a minimum quantity surcharge of EUR 6.50 plus VAT in addition to the shipping costs.

(5) Unless otherwise agreed, all deliveries and services abroad shall be made against advance payment or irrevocable letter of credit, freight collect ex works.

(6) If the Vendor is unable to meet the agreed delivery deadline, it shall inform the Customer of that fact in good time. Disruptions in the business operations of the Vendor or its suppliers beyond the control of the Vendor, in particular work stoppages and lawful lockouts as well as cases of force majeure, shall extend the delivery period in accordance with the duration of the disruption. In such cases, the Customer shall only be entitled to withdraw from the contract if it issues a reminder for the agreed services after the expiry of the delivery period, sets a reasonable period of grace and the reasonable period of grace has also expired to no avail. If the delivery period is determined by calendar, the reasonable grace period to be set by the Customer shall commence upon its expiry. The statutory right to claim damages in lieu of performance shall remain unaffected.

(7) Partial deliveries are admissible as far as they are deemed reasonable for the Customer.

(8) If the Customer is in default of acceptance or violates other obligations to cooperate, the Vendor shall be entitled to assert its statutory rights in this respect, in particular to demand reimbursement of the additional expenses incurred therefrom and, after setting a reasonable deadline and failure to meet it, to revoke the contract.

**§ 6 - Retention of title**

(1) The delivered item, including any bonuses ("discounts in kind"), shall remain the property of the Vendor until all claims to which the Vendor is entitled against the Customer arising from the business relationship have been satisfied. If the Customer acts in breach of the contract, the Vendor shall be entitled to repossess the reserved goods. Repossession shall not constitute withdrawal from the contract, unless this is expressly declared by the Vendor.

(2) The Customer is authorized to resell the reserved goods in the normal course of business. In the event of the sale of the reserved goods, the Customer hereby transfers their claim arising from the resale against the purchaser, including all ancillary rights, to the Vendor for security purposes, without the need for any further special declarations. The assignment shall apply including possible balance claims. However, the assignment shall only apply to the amount corresponding to the price of the reserved goods invoiced by the Vendor. The Customer shall remain authorized to collect the claim even after the assignment. This shall not affect the Vendor's right to collect the claim itself. However, the Vendor shall not collect the claim as long as the Customer meets their payment obligations from the proceeds collected, is not in default of payment or ceases to make payments.

(3) The processing of the reserved goods by the Customer shall always be carried out in the name of and on behalf of the Vendor. In this respect, the Customer's existing expectant right to the processed reserved goods shall continue. If the reserved goods are processed with other goods not belonging to the Vendor, the Vendor shall acquire co-ownership of the new item in the ratio of the invoice amount of the reserved goods to the other processed items at the time of processing. The same shall apply in the event of blending. If the blending takes place in such a way that the Customer's item is to be regarded as the main item, it shall be deemed agreed that the Customer regularly transfers co-ownership to the Vendor and shall hold the sole ownership or co-ownership thus created in safe custody for the Vendor. In order to secure the claims of the Vendor, the Customer shall also assign those claims that accrue to it against a third party due to the combination of the reserved goods with a property; the Vendor hereby accepts the assignment.

(4) As long as ownership has not yet been transferred, the Customer shall immediately notify the Vendor in writing if the delivered reserved goods are seized or exposed to other interventions by third parties. The Customer shall be obliged to provide the Vendor with all information and documents required for a third-party action in accordance with § 771 of the German Code of Civil Procedure (ZPO).

(5) The Vendor commits itself to release the securities to which it is entitled at the request of the Customer insofar as their value exceeds the claims to be secured by more than 20%.

**§ 7 - Liability for defects**

(1) The limitation period for defects in new goods is one year from the transfer of risk. In the case of used goods, rights and claims due to defects are generally excluded. The limitation period shall not commence again if a replacement is supplied within the scope of liability for defects.

(2) The statutory limitation periods for the right of recourse pursuant to § 445a BGB (German Civil Code) shall remain unaffected; the same shall apply in the event of an intentional breach of duty and fraudulent concealment of a defect. In accordance with the following paragraph (5), it shall further apply that these limitations of liability do not extend to claims for damages and reimbursement of expenses which the Customer may assert on the grounds of a defect.

(3) Subject to timely notification of defects, the Vendor shall, in the event of a defect, rectify the defect or provide a replacement delivery at its discretion. If the subsequent performance fails after two attempts, the Customer may withdraw from the contract or reduce the remuneration.

(4) In the case of sales to a merchant within the meaning of commercial law (§ 1 HGB), the commercial duties of inspection and notification of defects within the meaning of § 377 HGB shall apply. In the event of failure to comply with the statutory notification obligations, the goods shall be deemed to have been approved.

(5) In the event of injury to life, body or health, the Vendor shall be liable without limitation for any legal reason. This shall also apply in the event of fraudulent intent and warranty promises or if the liability is based on mandatory statutory provisions, such as, for example, the product liability law.

(6) In all other respects, the statutory provisions shall apply.

**§ 8 - Liability**

(1) The Vendor shall be liable in accordance with the statutory provisions if the Customer asserts claims based on intent or gross negligence, including intent or gross negligence by its representatives or vicarious agents.

(2) In all other respects, the Vendor shall only be liable pursuant to the Product Liability Act and for injury to life, body or health or for culpable breach of fundamental contractual obligations (cardinal obligations).

(3) The Customer's claim for damages arising from the breach of fundamental contractual obligations (cardinal obligations) shall be limited to the damage typically foreseeable at the time of the conclusion of the contract, unless another case of mandatory liability pursuant to paragraph 1 or 2 applies at the same time.

(4) A change in the burden of proof to the disadvantage of the Customer is not associated with the above provisions.

**§ 9 - Offset / retention**

(1) The Customer may set off only those claims which are undisputed or have been declared final and absolute by a court of law.

(2) The Customer shall only be entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

## § 10 - Final Provisions

(1) Applicable law is the law of the Federal Republic of Germany.

(2) Regulations on the UN Convention on Contracts for the International Sale of Goods do not apply.

(3) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Vendor's place of business. The same shall apply if the Customer does not have a general place of jurisdiction in Germany or the EU or if the Customer's place of residence or habitual abode is unknown at the time the lawsuit is filed.

## **B: Mandatory information in electronic business transactions (ordering process, etc.)**

### **Online ordering process**

Access to the Vendor's online store shall take place by entering the access data provided by the Vendor at the Customer's request. Access shall only be granted to entrepreneurs within the meaning of § 1 para. 1 of the General Terms and Conditions of the Vendor. After the Customer has logged in, the ordering process in the online store begins by placing a product in the shopping cart. The ordering process in the online store commences when a product is placed in the shopping cart. This is done via the "Add to cart" button on the product detail page. Once the Customer has filled his personal shopping cart with the products he desires, he can proceed with his order by using the "Shopping Cart" menu item.

In the shopping cart, the Customer can initially change the quantity of the respective product. To do this, he must "click" on the current quantity and subsequently specify the change in quantity and confirm via the "Change quantity" button. The entire product can be removed from the shopping cart via the "X" button.

Furthermore, the Customer may select a delivery address which is provided by the Vendor.

Any corrections to the payment method or invoice address must be made by means of registration with the Vendor.

The Customer submits a binding order for the products placed in the shopping cart by clicking the "Order" button.

### **1. Contract language**

The contract language is German.

### **2. Contract storing**

The text of the contract is not stored by the Vendor after the conclusion of the contract. Correspondingly further permanent backups of the offer must therefore be arranged by the Customer (e.g. by screenshot).