

General Terms and Conditions of Business with Customer Information

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1) Scope

1.1 These General Terms and Conditions (hereinafter "GTC") of Drahtwerk Friedr. Lötters GmbH & Co. KG (hereinafter "Seller"), apply to all contracts for the delivery of goods which a consumer or entrepreneur (hereinafter "Customer") concludes with the Seller with regard to the goods displayed by the Seller in his online shop. Hereby the inclusion of own conditions of the customer is contradicted, unless otherwise agreed.

1.2 consumers in the sense of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his own professional activity. An entrepreneur within the meaning of these General Terms and Conditions is a natural or legal person or a legal partnership who, when concluding a legal transaction, acts in pursuit of his commercial or self-employed professional activity.

1.3 The offers in the seller's online shop are directed exclusively at entrepreneurs.

2) Conclusion of contract

2.1 The product descriptions contained in the online shop of the seller are not binding offers on the part of the seller, but serve to submit a binding offer by the customer.

2.2 The customer can submit the offer via the online order form integrated in the online shop of the seller. After placing the selected goods in the virtual shopping basket and completing the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping basket by clicking the

button completing the ordering process. The customer may also submit the offer by telephone, fax, e-mail, post or online contact form to the seller.

2.3 The Seller may accept the Customer's offer within five days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or

by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive.

- by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or
- by requesting the customer to pay after placing his order.

If several of the aforementioned alternatives exist, the contract is concluded at the point in time at which one of the aforementioned alternatives occurs first. The period for acceptance of the offer shall begin on the day following the dispatch of the offer by the customer and shall end on the expiry of the fifth day following the dispatch of the offer. If the Seller does not accept the offer of the Customer within the aforementioned period, this shall be deemed as a rejection of the offer with the consequence that the Customer is no longer bound by his declaration of intent.

2.4 When selecting the payment method "PayPal Express", the payment is processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account ‐ subject to the terms of payment without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the customer chooses "PayPal Express" as the method of payment within the framework of the online ordering process, he shall also place a payment order with PayPal by clicking on the button completing the ordering process. In this case, the Seller hereby declares that he accepts the Customer's offer at the time at which the Customer terminates the payment process by clicking on the button completing the order process.

2.5 When submitting an offer via the Seller's online order form, the text of the contract shall be stored by the Seller after conclusion of the contract and transmitted to the Customer in text form (e.g. e-mail, fax or letter) after dispatch of the Customer's order. The Seller shall not make the contract text available to third parties beyond this. If the Customer has set up a user account in the Seller's online shop before sending his order, the order data shall be archived on the Seller's website and can be retrieved free of charge by the Customer via his password-protected user account by entering the corresponding login data.

2.6 Before bindingly placing an order via the Seller's online order form, the Customer may detect possible input errors by carefully reading the information displayed on the screen. An effective technical means of better detecting input errors may be the browser's zoom function, which is used to zoom the display on the screen. Within the framework of the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks on the button completing the ordering process.

2.7 The German and English languages are available for the conclusion of the contract.

2.8 The order processing and establishment of contact usually take place by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3) Right of withdrawal

3.1 Consumers are in principle entitled to a right of withdrawal.

3.2 here Information on the right of revocation results from the revocation instruction of the seller.

3.3 The right of withdrawal does not apply to consumers who are not members of any member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

4) Prices and terms of payment

4.1 Unless otherwise stated in the seller's product description, the prices stated are total prices including the statutory value added tax. Any additional delivery and shipping costs will be stated separately in the respective product description.

4.2 For deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which the seller is not responsible and which are to be borne by the customer. This includes, for example, costs for the transfer of money through credit institutions (e.g. transfer fees, exchange rate fees) or import taxes (e.g. zölle). Such costs may also be incurred in relation to the transfer of money if the delivery is not made to a country outside the European Union but the customer makes the payment from a country outside the European Union.

4.3 The customer will be informed of the payment option(s) in the seller's online shop.

If prepayment by bank transfer has been agreed, payment is due immediately after conclusion of the contract, unless the parties have agreed a later due date.

4.5 If the payment method Invoice Purchase is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price must be paid within 7 (seven) days of receipt of the invoice without deduction, unless otherwise agreed. The seller reserves the right to offer the payment method invoice purchase only up to a certain order volume and to reject this payment method if the specified order volume is exceeded. In this case, the seller will inform the customer in his payment information in the online shop of a corresponding payment restriction. Furthermore, the seller reserves the right to carry out a credit check when selecting the method of payment for invoice purchase and to reject this method of payment in the event of a negative credit check.

5) Delivery and shipping conditions

Unless otherwise agreed, goods will be delivered to the delivery address specified by the customer by way of shipment. The delivery address specified in the seller's order processing is decisive for the processing of the transaction.

5.2 If the carrier returns the shipped goods to the seller because delivery to the customer was not possible, the customer bears the costs of unsuccessful shipment. This shall not apply if the customer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless the seller had notified him of the service a reasonable time in advance. Furthermore, this shall not apply with regard to the costs for the consignment if the customer effectively exercises his right of revocation. In the event of effective exercise of the right of revocation by the customer, the relevant provision made in the seller's revocation instructions shall apply to the shipping costs.

5.3 In the event of self-collection, the seller first informs the customer by e-mail that the goods ordered by him are ready for collection. After receipt of this e-mail, the customer can collect the goods from the seller's registered office after consultation with the seller. In this case no shipping costs will be charged.

6) Retention of title

If the seller makes advance payment, he retains title to the delivered goods until the purchase price owed has been paid in full.

7) Mängelhaftung (warranty)

7.1 If the object of purchase is defective, the provisions of statutory warranty apply.

7.2 Notwithstanding this, the limitation period for warranty claims for used goods is one year from delivery of the goods to the customer. However, the shortening of the limitation period to one year does not apply

- for objects that have been used for a building in accordance with their normal use and have caused its defectiveness,

- for objects that have been used for a building in accordance with their normal use and have caused its defectiveness.
- for claims for damages and reimbursement of expenses of the customer, as well as
- in the event that the Seller maliciously concealed the defect.

7.3 The customer is asked to complain to the carrier about delivered goods with obvious transport costs and to inform the seller of this. If the customer does not comply, this has no effect on his statutory or contractual claims.

8) Applicable law

8.1 For all legal relations between the parties, the laws of the Federal Republic of Germany shall apply to the exclusion of the laws governing the international sale of movable goods. In the case of consumers, this choice of law applies only insofar as the protection afforded by mandatory provisions of the law of the country in which the consumer has his habitual residence is not withdrawn.

8.2 Furthermore, with regard to the statutory right of withdrawal, this choice of law does not apply to consumers who are not members of any member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

9) Place of jurisdiction

If the customer acts as a businessman, legal entity under public law or special assets under public law with registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the Seller. If the customer has its registered office outside the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the seller if the contract or claims arising from the contract can be attributed to the customer's professional or commercial activity. In the above cases, however, the Seller shall in any case be entitled to bring an action before the court at the registered office of the customer.

10) Alternative Dispute Resolution

10.1 The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

10.2 The seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration body.

Dated: October 23, 2018