

HERMA Online Shops – General Terms and Conditions of Business

Status: March 2018

§ 1 Scope of validity and parties to the agreement

1. These General Terms and Conditions of Business apply to any contracts concluded via our B2B Online Shops (hereinafter referred to „Online Shops“)
 - **HERMA Procure** (www.herma-procure.com)
 - **HERMA Components** (www.herma-components.com)
 - **HERMA Material** (shop.herma-material.com)
2. Any provisions agreed between you and us in connection with the sales contract shall in particular be based on these General Terms and Conditions of Business, our written confirmation of receipt of the order and our order confirmation (declaration of acceptance). In each case, the current version of the General Terms and Conditions of Business applies.
3. The validity of any differing terms and conditions of the customer is excluded. The latter shall also apply if we do not expressly oppose their inclusion in the contractual relationship.
4. **Our offers to sell goods shall only be valid for entrepreneurs within the meaning of Sec. 14 German Civil Code (BGB).** Entrepreneur within the meaning of Sec. 14 German Civil Code (BGB) shall mean a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. Consumer within the meaning of Sec. 13 German Civil Code (BGB) shall mean every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

§ 2 Conclusion of the contract

1. The goods presented in our Online Shops do not constitute legally binding offers to conclude a sales contract, but form a non-binding web-based catalogue of goods.
2. By submitting an order via the Online Shops by clicking the button "Order items undertaking to pay", you place a legally binding order for the goods contained in your shopping cart. The confirmation of receipt of the order is sent immediately in response to your sending the order and us receiving it, and does not constitute acceptance of the contractual offer yet. A contract is only concluded once we accept your order by sending you an order confirmation. Should you not receive an order confirmation from us within two weeks, you are no longer bound to your order and will, if applicable, be refunded any payments made.
3. If an order is made by a sales representative with power of representation on behalf of and for the account of a principal, the contract shall be between HERMA and the principal. The representative shall receive the order receipt

confirmation and the principal shall receive the order confirmation.

4. Should it not be possible to deliver the goods you ordered, for instance because the corresponding goods are no longer in stock and cannot be produced, we will refrain from sending you an order confirmation. In such a case, no contract will be concluded. We shall inform you without delay, and will immediately reimburse you any consideration already received.

§ 3 Prices and shipping costs

All price details in regard to items in our Online Shops are net prices. The purchase price will be shown in the order overview as inclusive of VAT for orders within Germany.

1. **HERMA Procure (www.herma-procure.com)**
Unless specified otherwise in the Online Shop, the purchase price shall be FCA Filderstadt, Incoterms® 2010, including packaging and insurance. The delivery costs calculated from the specific order and the shipping method will also be shown to you in the order overview. No delivery costs will be charged for deliveries within the EU. There will be a minimum quantity surcharge per order of EUR 7.50 for orders falling below a net order value of 50 euros for deliveries within the EU. The flat rate delivery charges for countries outside the EU (third countries) can be seen in the overview "Flat rate delivery charges for delivery outside the EU".
2. **HERMA Components (www.herma-components.com)**
Unless specified otherwise in the Online Shop, the purchase price shall be FCA Deizisau, Incoterms® 2010, including packaging and insurance. The delivery costs calculated from the specific order and the type of despatch will also be shown to you in the order overview.
3. **HERMA Material (shop.herma-material.com)**
Unless specified otherwise in the Online Shop, the purchase price shall be CIP Filderstadt, Incoterms® 2010, including packaging, shipping and insurance. There may be price adjustments in favour of the customer when pooling manufacturing orders and/or pooling deliveries and these will be shown in the order confirmation.

§ 4 Payment

1. Where applicable, the customer can choose from the following payment methods which are listed in each individual case in the Online Shops.
 - a. When selecting the credit card option, the input screen for credit card data appears after clicking on the button "Order items undertaking to pay". Your data will be transmitted using an SSL-encrypted connection. The amount will be charged to your credit card at the very earliest when the goods are despatched.
 - b. If a SEPA B2B direct debit mandate form has been completed, we will collect the payment by means of direct debit. The amount will be charged to your account at the very earliest when the goods are despatched.
 - c. If paying by invoice, unless agreed otherwise, the purchase price is to be paid net without

deduction no later than 14 days from the receipt of our invoice.

- d. If paying by "Sofort", the input screen for PIN and TAN appears after clicking on the button "Order items undertaking to pay". The payment will then be transferred to HERMA's bank account.
- e. For orders from customers with insufficient creditworthiness information, we reserve the right to only deliver on receipt of the purchase price (advance payment). You will receive the HERMA bank details required for the transfer with our order confirmation e-mail. The payment will become due immediately upon conclusion of the contract unless the parties have agreed a later due date. When the invoice amount arrives in our account, we will despatch your order to you.
2. You shall not be entitled to offset your claims against our claims unless your counterclaims have been established with legal finality or are undisputed. You shall also be entitled to offset your claims against our claims if you notify us of defects established in the goods or assert any counterclaims based on the same sales contract.
3. As the purchaser, you may only exercise a right of retention if your counterclaim is based on the same sales contract.

§ 5 Delivery and transfer of risk

1. Delivery date / Goods issue date
 - a. **HERMA Procure (www.herma-procure.com)**
The delivery date, if confirmed, will be notified to you in our order confirmation. The expected readiness for despatch will be, if deliverable, displayed in the Online Shop.
 - b. **HERMA Components (www.herma-components.com)**
The individual goods issue date calculated for your order will be notified to you in our order confirmation.
 - c. **HERMA Material (shop.herma-material.com)**
The individually calculated delivery date for your order will be notified to you in our order confirmation. The expected readiness for despatch will be, if deliverable, displayed in the Online Shop.
2. Our adhering to the delivery date / goods issue date requires timely fulfilment of the contractual obligations of the customer.
3. In the event of advance payment in accordance with § 4 1., the individually calculated delivery deadline from receipt of payment will be notified to you in our order confirmation.
4. The delivery date / The goods issue date shall be extended to a reasonable extent in the event of steps being taken within the scope of industrial action, in particular strikes and lock-outs, as well as upon the occurrence of any unforeseen hindrances which are beyond our control, in so far as such hindrances evidently have a material influence upon the completion or delivery of the delivery item. This shall also apply if the circumstances occur at the premises of our suppliers

5. For HERMA Procure (www.herma-procure.com) and HERMA Material (shop.herma-material.com), in respect of quantity deliveries we are authorised to supply excess or short deliveries of up to 10 % of the quantity confirmed.
6. The risk shall in any case pass to the Customer once the goods leave our premises. Should shipping or delivery be delayed at the Customer's request, or should the Customer be in default with accepting delivery, the risk shall pass to the Customer on the day of readiness for dispatch being notified.
3. Obvious defects in our delivery shall be notified without delay, however at the latest within ten days of provision of services. The latter shall also apply to merchants in the case of non-obvious defects. Defects notified at a later date cannot be considered.
4. We shall remedy any justifiable defects in our services asserted by means of subsequent fulfilment. As regards subsequent fulfilment, we shall have the right to choose between remedying the defect or supplying goods which are free of defect. Should subsequent fulfilment not be successful within a reasonable deadline set for that purpose, the Customer may withdraw from the contract or claim a reasonable reduction in the purchase price.
2. The order confirmation that we send you by e-mail contains your order data. You can track your order and its status online in your user account at any time.

§ 6 Reservation of ownership

1. The goods supplied shall remain our property until full payment of all claims arising against the purchaser under the business relationships. Resale of the goods that are subject to the reservation of ownership to third parties shall require our consent. In the event of resale, the customer hereby assigns its claims to us.
2. Processing or alteration of the goods that are subject to the reservation of ownership within the Customer's sphere of influence shall always be carried out on our behalf as the manufacturer, however without placing any obligation upon us. In the event of our (co-)ownership of the goods that are subject to the reservation of ownership lapsing through amalgamation, it is already now agreed that the Customer's (co-)ownership in the amalgamated item shall pass to us in proportion to the share that the customer owns in the amalgamated item (value invoiced).
3. The customer may neither pledge the goods that are subject to the reservation of ownership nor assign them by way of security. In the event of the goods that are subject to the reservation of ownership being accessed by third parties, the Customer is required to inform us without delay. The Customer shall be obliged to insure the goods that are subject to the reservation of ownership against theft, damage, destruction and accidental loss (in particular fire and water), and provide evidence of the latter upon request.
4. If the value of all our security interests exceeds the amount of all secured claims by at least 20%, we shall release a corresponding proportion of the security interests.

§ 7 Warranty and compensation for damages

1. The Customer vouches for the accuracy and completeness of the documentation/templates handed over to us for fulfilling the order, the dimensions notified and any other details, as well as the items and components provided by it (including files). Any errors in this respect on the part of the Customer will render any claims asserted by the Customer that services provided by us do not meet the contractual requirements and thus qualify as defective null and void. To that extent, we are not subject to any checking obligation.
2. Concerning the Online Shop HERMA Procure (www.herma-procure.com) minor deviations in size, colour, rubber coating and any other type of execution usual in the industry shall not constitute a defect.

§ 8 Copyrights

We own copyrights or rights of use to all images, films and texts that are published in our Online Shop. Use of the images, films and texts is prohibited without our express consent.

§ 9 Storage of data and inspection of your order

We are entitled to save the details that you gave when placing your order for the purpose of processing the order. You can find further information on how your data is handled here.

§ 10 Place of jurisdiction, place of fulfilment, final provisions

1. The place of jurisdiction for any legal disputes arising from the business relations with customers who are merchants, a legal person under public law or a special fund governed by public law, as well as the place of fulfilment, shall be our Head Office. The latter shall also apply if the Customer has no general place of jurisdiction in the Federal Republic of Germany.
2. German law shall apply in regard to the assessment of the legal relations with the Customer. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
3. Should any individual provisions of this Agreement or these General Terms of Delivery and Payment be invalid or impracticable, the validity of the remaining provisions of this Agreement or these General Terms of Delivery and Payment shall not be affected thereby.