

General Terms and Conditions of Sale and Delivery of S+S Regeltechnik GmbH (online shop)

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- 1. Scope**
 - 1.1 This online shop operated by S+S Regeltechnik GmbH, Thurn-und-Taxis-Str. 22, 90411 Nuremberg, Germany, commercial register HRB 17846 Nuremberg (S+S), is aimed exclusively at customers who are defined as entrepreneurs in accordance with § 14 par. 1 of the BGB (German Civil Code), that is, who conclude a contract in the course of exercising their commercial or independent professional activities. Entrepreneurial status is a significant customer characteristic.
 - 1.2 These conditions of sale apply exclusively to entrepreneurs, legal entities governed by public law or special-purpose entities governed by public law in accordance with § 310 par. 1 BGB.
 - 1.3 Any and all quotations, services and agreements are solely made or performed on the basis of these S+S General Terms and Conditions of Sale and Delivery in their respective valid version. These General Terms and Conditions of Sale and Delivery apply solely to entrepreneurs as defined by the BGB.
 - 1.4 Terms and conditions conflicting with or deviating from these General Terms and Conditions of Sale and Delivery will be acknowledged by S+S only if S+S has expressly consented to the validity of such terms in writing. The General Terms and Conditions of Sale and Delivery of S+S shall also apply if services have been provided to the customer without reservation in the knowledge of conflicting or deviating terms of that customer.
 - 1.5 These General Terms and Conditions of Sale and Delivery of S+S shall be acknowledged by the customer's order placement or acceptance of services provided for the term of the entire business relationship, even if these terms are not explicitly restated.
- 2. Quotation/contract conclusion**
 - 2.1 The presentation of products in the S+S online shop does not constitute a binding offer for the conclusion of a purchase contract. Only by pressing the "Buy now" button are you submitting a binding offer to conclude a contract. Before this point, you have the option to check and correct the contents of the virtual shopping basket as well as your address details. You can also cancel the order process at any time by closing the browser. Insofar as the customer communicates change requests following receipt of the order confirmation, S+S is entitled to charge the additional costs resulting from this if it accepts such changes.
 - 2.2 After submitting your order in the S+S online shop, you will receive a confirmation e-mail (confirmation of receipt). This does not yet constitute an acceptance of the offer to conclude a contract. Acceptance of the offer occurs either by the transmission of an order confirmation or by delivery of the goods.
- 3. Pricing information**
 - 3.1 The prices quoted in the S+S online shop are net prices in euros and are subject to the applicable statutory rate of value added tax.
 - 3.2 All prices are exclusive of the respective specified delivery costs.
- 4. Deliveries and dates**
 - 4.1 Information about availability and the approximate lead time is shown on the product detail pages. If you order goods with different lead times together, the longest lead time in each case shall be definitive. You will be notified of the actual lead time with the order confirmation.
 - 4.2 Goods are shipped to Germany and within Europe ex principal office of S+S, Thurn-und-Taxis-Str. 22, 90411 Nuremberg, Germany. Collection from the principal office is possible and can be selected as a delivery option. Delivery is arranged in accordance with Incoterms 2021: DAP by parcel carrier GLS.
 - 4.3 You can choose from different types of shipping. You can find more information about the shipping types and the respective shipping costs [here](#).
 - 4.4 S+S shall not be held responsible for delays in delivery for circumstances beyond the control of S+S, specifically unforeseeable events that prevent or impede timely delivery. In such cases, the delivery deadline shall be extended accordingly. In the event of a delay of performance, the customer is entitled to withdraw from the non-performed part of the contract if such impediment to performance continues for more than 6 weeks and a reasonable grace period for delivery has been granted. The customer's claims for damages due to the extension of the delivery deadline or if S+S is exempted from its duty to perform are excluded, insofar as the customer was notified without delay of such impediment to performance.
 - 4.5 If the purchaser is in default of acceptance of delivery or culpably in breach of other obligations to cooperate, S+S is entitled to demand compensation for losses incurred as a result, including for any additional expenditures. S+S reserves the right to make further claims. Insofar as the conditions above apply, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the time in which the latter is in default of acceptance or of payment.
- 5. Payment**
 - 5.1 All payments must be made in EUR. The choice of payment options available in all cases includes payment by credit card, Paypal and prepayment. Existing customers who have been supplied subject to prepayment within the last 12 months prior to receipt of the order and for whom the creditworthiness check does not indicate the likelihood of payment default also have the option of payment on account. Prepayment is the only option available to customers outside Germany and for deliveries outside Germany. S+S reserves the right to only offer specific methods of payment in individual cases. Additional information about the methods of payment can be found [here](#).
 - 5.2 For payments made on account, the invoice amount shall be due for payment on receipt of the invoice. The deduction of discounts is permissible subject to a special written agreement only. Insofar as payment is not made within 14 working days of the date of performance of goods and receipt of the invoice, the customer shall be deemed to be in default. Notwithstanding evidence of further damages, the customer in the case of payment default shall pay interest on arrears at a rate of 8 percentage points above the respective base rate.
 - 5.3 If prepayment is agreed, the delivery dates specified are subject to timely payment. If payment is delayed, the delivery date shall be delayed accordingly.
- 6. Warranty entitlements of the purchaser**
 - 6.1 The rights of the purchaser regarding material defects and defects of title (including incorrect and under-delivery as well as improper mounting or inadequate mounting instructions) shall be based on the statutory provisions, unless otherwise agreed below. The special statutory provisions for final delivery of the unprocessed goods to a consumer, even if this consumer has further processed these goods, shall remain unaffected in all cases (supplier regress according to §§ 478 BGB). Claims arising from the supplier regress are excluded if the defective goods were subject to further processing, e.g. by installation in another product, by the customer or another entrepreneur.
 - 6.2 Our liability for defects is based primarily on the agreement reached concerning the quality of the goods. All product descriptions and manufacturer's specifications that form part of an individual contract or that were published by us (specifically in catalogues or on our websites, including the online shop itself) at the time of contract conclusion are deemed to be agreements concerning the quality of the goods.
 - 6.3 Insofar as the quality was not agreed, the existence of a defect shall be evaluated according to the statutory provision (§ 434 par. 1 p. 2 and 3 BGB). However, we accept no liability for public statements by third parties (e.g. advertising statements) to which the customer has not drawn our attention as having influenced his/her purchasing decision.
 - 6.4 In principle, we accept no liability for defects that the customer is aware of, or unaware of due to gross negligence, at the time of conclusion of the contract (§ 442 BGB). Furthermore, the customer's claims for defects require that the customer has fulfilled his/her statutory examination and reporting obligations (§§ 377, 381 HGB). In the case of goods intended for installation or other further processing, an investigation must be carried out in all cases immediately prior to processing. If a defect is identified on receipt of the delivery, during the investigation or on any subsequent date, we must be informed of this in writing without delay. In all cases, obvious defects shall be reported in writing within 5 working days of delivery. Defects not identified during the investigation shall be reported within the same period from the time of their discovery. If the customer fails to carry out a proper investigation and/or report defects, our liability for defects that are not reported, not reported in time or not reported properly shall be excluded in accordance with statutory provisions.
 - 6.5 If the item delivered is defective, we can initially choose whether to provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). This does not affect our right to refuse subsequent performance in accordance with statutory conditions.
 - 6.6 S+S is entitled to refuse subsequent performance if this is only possible at disproportionate costs. Disproportionate costs are deemed to apply if the costs of subsequent performance, including the cost of removing the defective item and installing a defect-free item, exceed the value of the goods in their defect-free condition by 200%.
 - 6.7 S+S is entitled to make the subsequent performance owed dependent on the purchaser paying the purchase price due. However, the purchaser is entitled to withhold a portion of the purchase price that is commensurate with the defect.
 - 6.8 The purchaser must provide us with the necessary time and opportunity to carry out the subsequent performance owed and, in particular, must hand over the rejected goods to us for inspection purposes. In the event of a replacement delivery, the purchaser must return the defective item to us in accordance with statutory provisions.
- 6.9 In the case of subsequent performance, S+S itself shall remove the defective item and install the defect-free item. The customer is only entitled to remove the defective item and to install a defect-free item with the prior consent of S+S or following the expiry of an appropriate deadline set by the customer. Insofar as a defect actually exists, we will bear or reimburse in accordance with statutory provisions the expenditure incurred for the purpose of inspection and subsequent performance, in particular, transport, travel, labour and material costs as well as any applicable removal and installation costs. Otherwise, we are entitled to demand reimbursement from the customer for the costs incurred due to the unwarranted request for defect rectification (in particular, inspection and transport costs), unless the purchaser was unable to ascertain the freedom from defects.
 - 6.10 If the subsequent performance has failed or if an appropriate deadline to be set by the customer for the subsequent performance has expired without success or is superfluous in accordance with statutory provisions, the purchaser is entitled to withdraw from the contract or reduce the purchase price. However, the right of withdrawal does not apply for insignificant defects.
 - 6.11 Claims by the purchaser for damages or compensation for wasted expenditure apply even for defects only in accordance with numeral 8 and are excluded in all other cases.
- 7. Warranty**
 - 7.1 S+S grants a warranty for products that the customer has purchased on or after 1 January 2021 subject to the following provisions. This warranty is provided to customers in addition to and independently of their statutory entitlements in the event of defects.
 - 7.2 S+S will rectify any errors in the design, material or workmanship by repair or replacement delivery within 5 years of delivery. The usual signs of wear, especially due to corrosion, ageing as well as ambient and environmental influences, are excluded from the warranty.
 - 7.3 The warranty only covers the repair or replacement delivery at the discretion of S+S. The warranty does not cover the removal of the defective item and installation of the new defect-free item.
 - 7.4 The assertion of warranty claims requires that the product be purchased on or after 1 January 2021 and was installed and maintained by a qualified technician in compliance with the mounting and operation handouts of S+S.
 - 7.5 The warranty shall expire if the error is caused by improper installation, operating, usage or handling errors, or if the product was subject to structural modifications after it was purchased or was repaired or modified using third-party components.
 - 7.6 In order to assert a warranty claim, the product must be sent, securely packaged, accompanied by a complaint number that must be requested from S+S by telephone or by e-mail to "S+S Regeltechnik GmbH, Reklamationsabteilung, Thurn-und-Taxis-Str. 22, 90411 Nuremberg, Germany". The customer is responsible for the shipping costs. The copy of the invoice with purchase date and the completed form "Returns", which can be downloaded at <https://www.spluss.eu/en/service/download-center/>, must be enclosed with the shipment.
- 8. Liability**
 - 8.1 Unless otherwise specified in these General Terms and Conditions of Sale and Delivery including the following provisions, S+S shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.
 - 8.2 S+S is liable for damages – irrespective of the legal grounds – within the scope of fault-based liability arising from intent and gross negligence. In the case of simple negligence, S+S shall be liable based on a more lenient liability standard in accordance with statutory provisions (e.g. for care and attention regarding internal matters) only
 - 8.3 for damage arising from the injuries to life and limb or to health;
 - 8.4 for damage arising from the violation of a material contractual obligation whose fulfilment enables the proper execution of the contract in the first place and whose fulfilment the customer normally relies on and is entitled to rely on; in this case, however, liability is limited to compensation of the typically expected level of damage.
 - 8.5 The liability limitations arising from numeral 8.2 also apply for breaches of duty by or in favour of persons for whose fault S+S is responsible in accordance with statutory provisions. They shall not apply insofar as S+S has maliciously concealed a defect or has assumed a warranty for the quality of the goods and for claims by the customer in accordance with the product liability law.
 - 8.6 S+S shall not be held liable for any consequential damage caused by further processing unsuitable or defective goods, except in the case of deliberate breach of duty.
- 9. Limitation period**
 - 9.1 Contrary to § 438 par. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year after delivery.
 - 9.2 However, if the good in question is a building or an item that has been used in accordance with its customary purpose for a building and has caused it to be defective (building material), the limitation period according to the statutory provision is 5 years after delivery (§ 438 par. 1 no. 2 BGB). Additional statutory special regulations regarding the limitation period, especially in accordance with § 438 par. 1 no. 1 BGB, also remain unaffected if S+S has maliciously concealed the defect or assumed a warranty for the quality of the goods (§ 438 par. 3, § 444 BGB) or in the case of supplier regress in the sale of consumer goods in accordance with §§ 478, 479 BGB.
 - 9.3 The above limitation periods specified in legislation covering the sale of goods also apply for contractual and non-contractual claims for damages by the customer that are based on a defect of the goods, unless application of the normal statutory limitation period (§§ 195, 199 BGB) would in this particular case result in a shorter limitation period. Claims for damages by the customer in accordance with numeral 8 (2) clause 1 and clause 2 (a) and in accordance with the product liability law shall come under the statute of limitations exclusively in accordance with statutory limitation periods.
- 10. Retention of title**
 - 10.1 The goods delivered shall remain the property of S+S until the complete settlement of any and all claims by the customer. If the customer sells goods subject to retention of title without receiving the purchase price from its buyers on a payment-on-delivery basis or in advance, the customer shall agree the retention of title with its buyers in accordance with these provisions.
 - 10.2 The customer is not entitled to pledge the reserved goods or to transfer them as collateral. In the event of seizures or other interventions by third parties, the customer shall notify S+S in writing without delay.
 - 10.3 The customer is entitled to resell reserved goods during the course of its regular business operations. The customer now already assigns to S+S all receivables in the amount of the total invoice amount (including VAT) of the claims accruing to the customer from its buyers from the resale, irrespective of whether such goods are sold either without or after processing. The customer is also still entitled to collect the receivable after assignment, although this does not affect the entitlement of S+S to collect the outstanding amount itself. However, S+S undertakes to the customer not to collect the outstanding amount as long as the customer is not in default of payment, or an application to initiate a judicial settlement or insolvency proceedings has not been filed. If this is the case, the customer is obligated at the request of S+S to disclose the assigned receivables and their debtors, to provide the necessary records, and to notify the debtors of the assignment.
- 11. Operating and mounting instructions**

The customer undertakes to adhere to any operating instructions delivered with the goods, and to make any third-party buyers aware of same. The complete or partial non-observance of such instructions may result in a complete loss of buyers' rights. This does not apply to possible claims for damages according to numeral 7.
- 12. Copyright**

The customer is not entitled to reproduce or copy any of the content of S+S catalogues, specifically technical drawings and photographs, for his/her own advertising or other purposes without the express written approval of S+S. The customer is not permitted to make quotations or other commercial documents available to third parties.
- 13. Miscellaneous**
 - 13.1 If the customer is a business person, a legal entity governed by public law or a special-purpose entity governed by public law, the registered office of S+S is hereby agreed as the place of jurisdiction for all disputes arising from or in connection with the contractual relationship.
 - 13.2 The customer can only offset against claims that are undisputed or have been legally established as final and absolute. The customer is entitled to a right of retention only if its counter-claims originate from the very same contractual relationship, or if such claims are undisputed or have been legally established as final and absolute.
 - 13.3 Should one or several provisions of these General Terms and Conditions of Sale and Delivery be ineffective or have been improperly incorporated into the contract, the remaining provisions of these General Terms and Conditions of Sale and Delivery shall remain effective.
 - 13.4 Solely the laws of the Federal Republic of Germany shall apply to the exclusion of regulations regarding the international sales of movable goods – United Nations Convention on Contracts for the International Sale of Goods – including if the customer has its registered office outside Germany.
 - 13.5 These General Terms and Conditions of Sale and Delivery are protected by copyright. Copyright infringements will be legally prosecuted.