

General Terms and Conditions GTC

§ 1 - The following General Terms and Conditions of Business (GTC) apply only to buyers who have reached the age of 18 and

1. represent a person or a partnership with legal capacity within the meaning of § 14 (1) BGB (German Civil Code) or
2. are a legal entity under public law or special assets under public law within the meaning of § 310 para. 1 BGB (hereinafter referred to as Buyer).

These General Terms and Conditions shall apply exclusively to all transactions between the Buyer and the Seller. They shall also apply to all future deliveries, services or offers to the Buyer, even if they are not separately agreed again.

Conflicting or deviating terms and conditions of the Buyer shall not become part of the contract even if they have not been expressly contradicted in individual cases. These terms and conditions shall also apply if the seller refers

to a letter which refers or refers to deviating or conflicting terms and conditions of the buyer or a third party.

These terms and conditions shall be deemed accepted in current business relations, even if they have not been agreed upon again.

§ 2 - Prices and terms of payment

1. unless otherwise agreed, all prices quoted are net amounts; for deliveries within Germany, the statutory value added tax is added. Packaging, freight, costs for loading/unloading and other shipping costs are not included in the price and may have to be ordered and invoiced separately.
2. the sale of goods is always cashless in EURO, for sales outside the EURO currency area the buyer bears the currency risk.
3. payments have to be made net within 30 days after invoicing.

In the case of online orders and orders from end customers with residence or business abroad, resellers or in the case of justified indications of a risk of non-payment, LIFTCORE GmbH shall have the right to deliver only after receipt of the purchase price including shipping costs or to demand an advance payment (reservation of advance payment). If the reservation of advance payment is used, the purchaser must be informed immediately.

4. if the buyer does not pay on the due date, LIFTCORE GmbH is entitled to charge default interest of 5% p.a. from the due date. The assertion of higher interest rates and further damages in case of default shall remain unaffected.

5. the buyer shall only have the right to offset counterclaims or to withhold payment due to such claims to the extent that his counterclaims are undisputed or legally binding.

§ 3 - Offer, Scope of Delivery and Service

1. offers of the seller are, unless otherwise agreed in writing, subject to change and non-binding. Unless otherwise indicated, the services described reflect the recognized rules of technology at the time of the offer. The seller reserves the right of ownership and copyright of all offers and other documents submitted by him. This applies in particular to any documents produced by LIFTCORE GmbH such as drawings, illustrations, calculations or other documents.

Information provided by the seller on the technical quality and its specifications are only approximately authoritative unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics of quality, but are descriptions or identifications of the delivery. Deviations customary in the trade and deviations due to legal regulations or technical improvements as well as the replacement of components by equivalent parts are permissible, provided they do not impair the usability for the contractually intended purpose. The Buyer undertakes not to pass on to third parties any records, documents and information exchanged during and after the business relationship without the express consent of the Seller and to treat them confidentially.

At the request of the Seller, he shall return these items in full to the Seller and destroy any copies made if they are no longer needed by him in the ordinary course of business.

Offers are made exclusively on the basis of the documents provided by the Buyer. In doing so, the Seller does not assume any liability for the plausibility, correctness and completeness of this input information.

Separate promises, agreements or assurances must be made in writing and expressly confirmed to be effective. The seller reserves the right to

make technical changes in the sense of continuous product improvement.

2. the written offer including its accompanying documents as well as the described scope and product quality of the order confirmation shall be exclusively decisive for the fulfilment of the obligation to deliver and perform. Information in the order confirmation becomes a binding part of the contract, unless the buyer objects to it in writing within a period of 8 days after receipt.

§ 4 - Delivery dates, delivery periods, delay in delivery

1. delivery dates and delivery periods shall not commence before complete technical clarification and submission of approved drawings or other relevant documents to be submitted by the Buyer for execution, in particular any required certificates, approvals or letters of credit. Furthermore, in the event of an agreed advance payment or down payment, delivery dates and delivery periods shall not commence before full payment has been made. The Buyer undertakes to actively participate in the provision of these documents. The Seller may - without prejudice to its rights arising from default on the part of the Buyer - demand that the Buyer extend delivery periods and delivery dates by the period of time during which the Buyer has not fulfilled its contractual obligations to cooperate.

2. partial deliveries are permissible if 1. the partial delivery is usable for the Buyer within the scope of the contractual purpose, 2. the delivery of the remaining ordered goods is ensured and the Buyer does not incur any considerable additional work or additional costs as a result.

3. the seller shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, imposed import/export embargoes, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, difficulties in procuring necessary official permits or official measures) for which the seller is not responsible. This also applies to delays in delivery due to missing, incorrect or untimely delivery by the Seller's suppliers for which the Seller is not responsible. In this case, delivery dates and delivery periods shall be extended by the period of the hindrance. The seller will immediately notify the buyer of any delays. If the Buyer cannot

reasonably be expected to accept the delivery as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to the Seller.

4. if the buyer does not meet his obligation to accept the goods after notification of readiness for shipment, LIFTCORE GmbH shall be entitled to store the goods professionally at a place determined by LIFTCORE GmbH after a period of 30 days. In case of default of acceptance or other culpable violation of obligations to cooperate on the part of the buyer, the seller shall also be entitled to compensation for the resulting damage, including any additional expenses. The costs for storage by the Seller shall amount to 1% of the net invoice amount of the delivery items to be stored per expired month and shall be invoiced separately to the Buyer. We reserve the right to assert and prove further or lower delivery costs. If the buyer does not comply with his obligation to accept the goods even after the expiry of reasonably set deadlines, the seller is entitled to withdraw from the contract and to use the goods elsewhere. Any advance payments made will be offset against the costs incurred.

5. for deliveries within the European Union, the buyer is obliged to send the seller a confirmation of receipt immediately after receipt of the goods in accordance with § 17a para. 2 no. 2 UStDV, provided that the destination and whereabouts are within the European Union. If the buyer does not comply with this obligation, the seller is entitled to charge the statutory VAT retroactively. The subsequent calculation of the VAT shall also apply if the Buyer cannot prove beyond doubt, by means of appropriate customs documents, that the goods have been exported from the customs union.

§ 5 - Transfer of risk, shipment

1. the transfer of risk to the buyer is analogous to the INCOTERMS in the version applicable at the time of conclusion of the contract. In cases in which the above-mentioned provision cannot be applied, the transfer of risk in accordance with the German Civil Code (BGB) is automatically deemed to have been agreed.

If performance is delayed due to a circumstance the cause of which lies with the Buyer, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of default of acceptance or other breach of the Buyer's obligations to cooperate.

2. the goods must be checked by the buyer immediately after receipt for transport damage.

Recognizable damages are to be indicated to the seller immediately in writing. If the buyer does not report a defect within a period of two weeks after receipt of the goods, the goods shall be deemed approved, unless it is a matter of damage that could not be detected during immediate and careful examination.

3. the buyer undertakes to dispose of the packaging used for transport and protection in a professional manner at his own expense in accordance with the applicable guidelines.

§ 6 - Retention of title

1. the delivered goods remain the property of LIFTCORE GmbH (goods subject to retention of title) until the invoice amount has been paid in full. This also applies until the complete settlement of outstanding claims arising from the business relationship between the buyer and the seller.

2. the buyer is allowed to resell, pledge or assign the goods subject to retention of title by way of security in normal business transactions. The Buyer hereby assigns to the Seller all claims against the purchaser arising from the resale of the reserved goods. This also applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from tort. The buyer remains authorized to collect the claim even after the assignment. The authority of the seller to collect the claim himself remains unaffected.

3. the buyer must inform the seller immediately about the access of third parties, in particular through seizure, to the reserved goods, in order to enable the seller to enforce his rights. Furthermore, he must inform the accessing third party of the property of the seller.

4. in the event of conduct on the part of the buyer in breach of contract, in particular in the event of default in payment, the seller is entitled to demand the return of the reserved goods, provided that he has withdrawn from the contract.

§ 7 - Claims for defects

1. the regulations of § 377 HGB (German Commercial Code) apply to the obligations of inspection and notification of defects between the seller and the buyer.

2. the following agreements shall apply over and above the binding legal regulations: If the buyer is entitled to return defective goods to LIFTCORE GmbH, he shall ensure proper packaging and shipment. Upon return, the buyer shall refer to the

order by indicating a reference number originating from the seller.

If the selected and provided goods are unusable or their function is impaired due to inaccurate, incomplete or false information provided by the purchaser, the liability of the seller is excluded in accordance with § 8 para. 2 and 3.

§ 8 - Warranty, Guarantee, Liability

The warranty period for all products is one year from delivery or, if acceptance is required, from acceptance. If a defect is caused by improper handling or use of the goods by the buyer, any warranty is excluded.

Irrespective of any warranty rights, LIFTCORE GmbH grants a warranty of 6 months from transfer of risk, limited to material and processing defects of the sold goods. Improper handling or use by the buyer excludes any claim for rectification of defects by the seller.

3 The seller's liability for damages, regardless of the legal basis, especially due to impossibility, delay, defective or wrong delivery, breach of contract, breach of duties during contract negotiations and tort, is limited, as far as fault is involved, according to the following regulations.

The Seller shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, unless it is a matter of breach of material contractual obligations. In case of culpable violation of essential contractual obligations, LIFTCORE GmbH shall also be liable in case of simple negligence, but limited to the damage typical for the contract and reasonably foreseeable at the time of contract conclusion. Indirect damages and consequential damages resulting from defects of the delivered goods are furthermore only eligible for compensation if such damages are typically to be expected when using the goods as intended.

The limitations of this § 8 do not apply to the liability of the seller due to intentional behavior, for guaranteed characteristics, due to injury to life, body or health or according to the product liability law.

§ 9 - Final provision

If these GTC are or become partially invalid, the validity of the remaining provisions of these GTC shall not be affected. For the contractual relationship the validity of German law is agreed upon. The application of the UN Sales Convention is excluded.

Place of jurisdiction and place of performance is the registered office of LIFTCORE GmbH. The seller is also entitled to take legal action against the purchaser at his legal place of jurisdiction.

If gaps in the contract or in the GTC exist or arise, the legally effective regulations which the contractual partners would have agreed upon according to the economic objectives of the contract and the purpose of these GTC if they had known about the gap shall be deemed agreed upon to fill these gaps.