

**General terms &
conditions of the**

enev-kit

Contract and terms

1.1. A contract is only concluded after our written order confirmation. Previous statements are not binding.

1.2. We sell and deliver exclusively on the basis of our General Terms and Conditions. Contradictory legal conditions, regulations, or conditions of the buyer are expressly not recognized and are not part of the contract, even if certain provisions are not included in our conditions. This also applies to future contracts with the buyer. The application of UN sales law is excluded. Only the law of the Federal Republic of Germany applies.

Prices and payment terms

2.1. All prices are ex works and are net prices, to which the value-added tax is calculated at the legally valid rate.

2.2. If an invoice is not paid within 30 days of receipt of the goods, we reserve the right to demand interest on arrears.

2.3. For an order value of less than 200.00 EUR, a flat fee of 25.00 EUR will be charged additionally to cover disproportionately high administrative and processing costs.

Offsetting, Right of Retention

3.1. Counterclaims of the buyer only entitle to offsetting and exercise of a right of retention if they are undisputed or have been legally established.

Deadlines and Dates

4.1. Unless expressly stated as binding, delivery periods (deadlines and dates) are only approximate. Deadlines/dates are extended in the case of force majeure, labor conflicts, etc., for which we are not responsible. This also applies if a supplier of ours is confronted with a performance impediment.

4.2. In the event of a delay in our performance, the buyer can only withdraw from the contract after a grace period set by us has expired without result. Claims for damages due to non-performance require gross negligence.

4.3. Deadlines begin with the receipt of the order confirmed by the buyer with us. Deadlines and dates are considered to be met if the contractual object is ready for collection/delivery.

4.4. We are entitled to make partial deliveries.

Transfer of Risk

5.1. We fulfill our contractual obligations at the location of the production of the contractual object (factory). The risk is transferred to the buyer as soon as he is informed that the contractual object is ready for pickup/shipping. The shipment of the contractual object is at the cost and risk of the buyer, who bears the costs for packaging, freight, insurance, etc.

5.2. During a delay by the buyer in taking delivery of the contractual object, we are entitled to demand 3% of the order value for each commenced month for storing the contractual object, without this being associated with any liability for the storage. The buyer has the right to prove that no damage, no costs, or no depreciation has occurred, or that these are substantially lower than this flat rate.

Warranty, Liability

6.1. Our liability for material defects is subject to immediate notification of defects by the buyer (if the defect is visible within three working days) and the guideline-compliant installation of the contractual object by the installation company. If a defect occurs in the contractual object within two years after the transfer of risk, we can, within a reasonable extension period, rectify existing defects and/or provide defect-free replacement several times at our discretion. The defective old part must be returned to us in any case. The resulting costs will be reimbursed to the buyer if the examination of the old part by us confirms the defectiveness.

6.2. During the payment delay of the buyer, our obligations regarding material defects are suspended.

Retention of Title

7.1. Goods delivered to the buyer remain our property until all claims from the business relationship with the buyer are fulfilled. The buyer is entitled to resell the goods subject to retention only in the normal course of business. If the buyer resells the goods subject to retention, he already now assigns his future claims from the resale along with all ancillary rights as security to us. If our goods subject to retention are resold together with other goods, the buyer assigns the part of the total price claim corresponding to the open invoice price that was billed by us for the goods subject to retention.

7.2. If the buyer processes, mixes, or combines the goods subject to retention with other goods, the parties already agree that in this case, we acquire co-ownership of the new object in proportion to the value of the combined or mixed goods subject to retention in relation to the value of the other goods at the time of combination and mixing. The new object is thus also considered as goods subject to retention.7.2.

7.3. In the case of the combination of the goods subject to retention with immovable property/buildings, the buyer assigns his claims, which he has as compensation for the combination, as security along with all ancillary rights in proportion to the value of the combined goods subject to retention in relation to the other combined goods at the time of combination.

7.4. Insofar as the value of all our security rights exceeds the amount of the secured claims by more than 20%, we will release a corresponding part of these security rights at the buyer's request, at the buyer's choice.

7.5. The buyer is authorized to collect the claims assigned in advance, unless this authorization is revoked for valid reasons, especially in the case of payment delay, cessation of payments, application for the opening of insolvency proceedings, protest of a bill of exchange, or other justified indications of excessive indebtedness or impending insolvency of the buyer. We are entitled to publish the assignment of the securities if the buyer does not fulfill all existing obligations towards us after the expiration of a reasonable period with adequate notice.

Final Provisions

8.1. The place of fulfillment/jurisdiction for all claims and disputes is Mölln, if the buyer is a business, a legal entity under public law, or a special fund under public law. The same applies if the buyer does not have a general residence in the country, moves his residence out of the country after the conclusion of the contract, or if his residence or usual place of residence is not known at the time of the filing of the lawsuit.

Enev Kit

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