

General Terms and Conditions of Delivery and Payment of Otto Zimmermann GmbH**Effective from August 1st, 2025**

- 1. Scope**
 - 1.1. These General Terms and Conditions of Delivery and Payment apply to all deliveries and services provided by us to businesses, companies, legal entities under public law, and special funds under public law (hereinafter referred to as "Customer"). Unless expressly agreed otherwise, our terms and conditions of delivery and payment apply exclusively. These General Terms and Conditions apply solely to transactions that do not involve consumers.
 - 1.2. For consumers, the provisions in clauses 12 and 13 of these terms and conditions take precedence.
 - 1.3. They also apply to future business relationships, even if they are not explicitly agreed upon again.
 - 1.4. Any terms and conditions of the Customer that conflict with or deviate from these terms will not become part of the contract, even if we do not expressly object to them.
- 2. Conclusion of the Contract**
 - 2.1. Our offers are non-binding unless expressly stated otherwise in the offer text. A contract is only concluded when we confirm the order in writing. The content and scope of the contract are determined by our written order confirmation. Oral agreements, assurances, promises, or guarantees are only binding once confirmed in writing by us.
 - 2.2. We reserve ownership and copyright rights to cost estimates, illustrations, drawings, and other documents; these are to be treated confidentially by the Customer and must not be made accessible to third parties.
 - 2.3. Changes to the technical design of the ordered goods are permitted as long as they do not significantly alter the functionality or the Customer proves that the change is unreasonable for them.
 - 2.4. A guarantee for the condition or durability of an item is only provided if explicitly stated in our order confirmation or our advertising.
- 3. Delivery Time and Force Majeure**
 - 3.1. The delivery time is individually agreed upon or specified by us upon acceptance of the order. Binding delivery deadlines are designated as such.
 - 3.2. If we are unable to meet binding delivery deadlines due to reasons beyond our control (non-availability of the service), we will inform the buyer immediately and simultaneously provide the new expected delivery date. If the service is still unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part; any consideration already provided by the buyer will be refunded immediately. Non-availability of the service may occur, for example, in the case of delayed self-supply by our supplier, where we have concluded a congruent hedging transaction, or due to other disruptions in the supply chain, such as force majeure, or if we are not obligated to procure in an individual case. The onset of our delivery delay is determined by statutory regulations, but a reminder by the buyer is required in any case. If we fall into delivery delay, the buyer may demand a flat-rate compensation for their delay damages. The compensation amounts to 0.5% of the net price (delivery value) for each completed calendar week of delay, but not more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the buyer has incurred no damage or only significantly less damage than the above-mentioned flat rate.
 - 3.3. The rights of the Customer according to clause 8 of these General Terms and Conditions and our statutory rights, particularly in cases of performance exclusion due to impossibility or unreasonableness of performance and/or subsequent performance, remain unaffected.
 - 3.4. The seller is entitled to withdraw from the contract if, despite having concluded a corresponding purchase contract with due commercial diligence, he does not receive the delivery item through no fault of his own. The seller will promptly inform the buyer of the delayed availability of the delivery item and, if he intends to withdraw, will exercise the right of withdrawal without delay. The buyer also has a right of withdrawal as a result of the seller's information. In the event of withdrawal - regardless of which party withdraws - the seller will promptly refund any consideration already provided by the buyer.
- 4. Transfer of Risk, Insurance**
 - 4.1. The risk of accidental loss and deterioration of the delivery passes to the Customer upon provision and notification of readiness for dispatch. This also applies if dispatch is delayed due to circumstances beyond our control. If the notification of readiness for dispatch is omitted, the risk passes to the Customer upon handing over the goods to the carrier, but no later than when the goods leave the factory or warehouse. This also applies when using our transport means or in the case of freight-free delivery.
 - 4.2. The Customer is obliged to insure the goods sufficiently as long as our retention of title applies. Regardless, we are entitled, but not obliged, to insure the goods for transport to the Customer and to charge the resulting costs.
- 5. Prices, Price Changes**
 - 5.1. Unless otherwise agreed, our prices apply ex-works, including piece packaging but excluding shipping packaging, freight, insurance, and statutory VAT. These items are charged separately.
 - 5.2. We reserve the right to adjust our prices appropriately if, after the conclusion of the contract, cost reductions or increases occur, particularly due to changes in the technical execution as per Section 2.3, tariff agreements, or changes in material prices. We will provide evidence of these changes to the buyer upon request.
- 6. Payment Terms**
 - 6.1. Unless otherwise agreed, our invoices are payable within 30 days from the invoice date without any deduction. We grant a 2% discount for payment within 14 days, but only if all older due invoices have been settled. Acceptance of bills of exchange or checks is not permitted.
 - 6.2. In the event of the buyer's payment default, we are entitled to declare all claims from the entire business relationship with the buyer immediately due. Agreements on discounts, rebates, price reductions, etc., shall be considered void in such cases. During the default period, the buyer must pay interest on the outstanding debt at a rate of 9 percentage points above the ECB base interest rate.
 - 6.3. If payment terms are not met, we are entitled to demand immediate cash payment for all deliveries. If circumstances come to our attention that question the creditworthiness of the buyer (e.g., non-compliance with payment terms), we are entitled to execute outstanding deliveries only against prepayment, cash on delivery, or security deposit, or to withdraw from the contract and claim damages. Furthermore, we are entitled to reclaim the goods at the buyer's expense immediately after we have withdrawn from the contract.
- 6.4. The buyer may only offset claims that are undisputed or legally established. The same applies to rights of retention, provided that the counterclaim is based on the same contractual relationship.
- 7. Retention of Title**
 - 7.1. Our deliveries are always made under retention of title. The goods remain our property until full payment of all claims arising from the business relationship with the buyer. In the case of an ongoing account, the retained ownership serves as security for our balance claim.
 - 7.2. The buyer is entitled to resell the delivered goods subject to retention of title in the ordinary course of business. The buyer hereby assigns to us any claims against the purchaser arising from the resale of the reserved goods, up to the amount of the final invoice amount agreed with us (including VAT). Upon our request, the buyer must disclose the debtors of the assigned claims to us and notify them of the assignment. However, the buyer may neither pledge the reserved goods nor transfer them as security.
 - 7.3. Processing or transformation of the reserved goods is always carried out for us as the manufacturer within the meaning of §950 BGB (German Civil Code), without obligating us. The processed goods are considered reserved goods under these terms. If reserved goods are processed or inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the invoice value of the reserved goods to the invoice value of the other goods at the time of processing or mixing. The co-ownership rights thus created are considered reserved goods under these terms. Upon our request, the buyer is obliged to inform the purchaser of the reserved goods about our ownership rights.
 - 7.4. The buyer is authorized to collect the claims from the resale, without prejudice to our own right to collect the claims. As long as the buyer meets their payment obligations properly, we will not assert the claims ourselves. Upon our request, the buyer must disclose the debtors of the assigned claims to us and notify them of the assignment. Our right to notify third-party debtors of the assignment remains unaffected. The buyer is prohibited from assigning the claim against third-party debtors to third parties or agreeing on a prohibition of assignment with the third-party debtors.
 - 7.5. The buyer is obliged to promptly and immediately inform us of any seizure or any other impairment of our security rights by third parties. The buyer is required to provide us with all documents necessary to protect our rights and to reimburse us for any costs incurred due to necessary intervention.
 - 7.6. If the realizable value of the securities exceeds our claims by more than 20%, we will, at the request of the buyer, release securities of our choice to that extent.
- 8. Warranty, Complaints, Acceptance, Limitation Period**
 - 8.1. The assertion of claims for material defects requires that the buyer has fulfilled their legal duties of inspection and notification of defects in accordance with §377 of the German Commercial Code (HGB).
 - 8.2. In the event of a material defect, we will provide subsequent performance. The subsequent performance will be carried out, at our discretion, either by rectification of the defect or by replacement delivery. If the subsequent performance fails, is not carried out within a reasonable period set by the buyer, or is refused by us, the buyer has the right to withdraw from the contract, demand a reduction in price corresponding to the defect (reduction), or claim damages within the limits of Sections 9 and 10 below. The buyer is limited to the right of reduction if the defect does not or only insignificantly affects the value and suitability of the goods for the intended or customary use under the contract. Our consent must be obtained before any return of the goods to us.
 - 8.3. Each contracting party may request a formal acceptance of the service provided by us. A protocol documenting the results of the findings will be created and signed by both parties. Minor defects do not entitle the buyer to refuse acceptance. If a formal acceptance does not take place, despite our request to the buyer, our service shall be deemed accepted upon the expiry of a reasonable period set for the buyer in our request for acceptance.
 - 8.4. The limitation period for warranty claims in the delivery of new goods to businesses, except in cases under § 438 (1) and (2) a) and b) of the German Civil Code (BGB), is one year. The period begins with the delivery of the item.
 - 8.5. No warranty claims exist in the case of only minor deviations of the goods from the agreed quality or only minor impairment of usability, natural wear and tear, or deterioration. Furthermore, no warranty claims exist for damages occurring after the transfer of risk due to improper or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable building ground, or due to special external influences that were not assumed under the contract. No warranty claims or claims for the resulting consequences exist either if improper repairs or modifications are carried out on the contractual item by the buyer or third parties.
 - 8.6. If the goods are moved to a location other than the buyer's place of business, the buyer's claims for expenses required for the purpose of subsequent performance, particularly transport, travel, labor and material costs, including any removal and installation costs, are excluded.
 - 8.7. The buyer's recourse claims against us exist only to the extent that the buyer has not made any further agreements regarding warranty for defects with the respective purchaser. The scope of the recourse claim is governed by Section 8.6.
- 9. Limitation of Liability**
 - 9.1. In the event of injury to life, body, or health attributable to us or one of our legal representatives or agents, we are liable in accordance with the statutory provisions.
 - 9.2. The following applies to other damages:
 - a.) For damages resulting from an intentional or grossly negligent breach of duty by us or our legal representatives or agents, we are liable in accordance with the statutory provisions.
 - b.) For damages resulting from the breach of essential contractual obligations due to simple negligence by us, our legal representatives, or agents, liability is limited to the foreseeable damage typical for the contract.
 - c.) Claims for damages for other damages arising from the breach of ancillary obligations or non-essential obligations in the case of simple negligence are excluded.
 - 9.3. The exclusions or limitations of liability do not apply if we have fraudulently concealed a defect or assumed a guarantee for the quality of the item.

General Terms and Conditions of Delivery and Payment of Otto Zimmermann GmbH**Effective from August 1st, 2025**

- 9.4. The buyer's claims for reimbursement of futile expenses instead of compensation for performance and liability under the Product Liability Act remain unaffected. If we negligently breach a material contractual obligation, that is, an obligation whose fulfillment is of particular importance for achieving the purpose of the contract (essential contractual obligation or cardinal obligation), liability is limited to the typically foreseeable damage, i.e., such damage that typically has to be expected within the framework of the contract. An essential contractual or cardinal obligation in the aforementioned sense is one whose fulfillment enables the proper execution of this contract in the first place and on whose compliance the contracting partner regularly relies and may rely.
10. **Liability for Indirect Damages**
We are not liable for indirect damages resulting from a defective delivery, such as production downtime, lost profits, or increased material consumption, except in cases of intent or gross negligence.
11. **Prohibition of Assignment**
The buyer is not entitled to transfer rights from contracts concluded with us to third parties without our consent.
12. **Priority Regulations for Consumers**
- 12.1. If you, as a consumer within the meaning of § 13 BGB (hereinafter: CUSTOMER), purchase products, goods, or content from our site, the rules listed in this section take precedence over the other provisions of these General Terms and Conditions.
- 12.2. Consumers have a statutory right of withdrawal. The legal regulations regarding any applicable right of withdrawal are contained exclusively in the cancellation policy, which is available to the CUSTOMER during the ordering process.
- 12.3. The warranty for consumers is governed exclusively by the statutory provisions. Section 8 does not apply at all.
- 12.4. The prices valid on the day of the order, as displayed in the online shop, apply. The prices are stated in euros and include the statutory VAT.
- 12.5. The CUSTOMER can add the desired products, goods, and content to the shopping cart by clicking the corresponding button and then initiate the ordering process by clicking on the shopping cart. During the ordering process, the CUSTOMER must enter the required contact details for shipping and payment and complete the order by clicking the designated button labeled "order with obligation to pay". Alternatively, a contract can also be concluded through individual communication.
- 12.6. The CUSTOMER can correct input errors, particularly products mistakenly placed in the shopping cart, by adjusting the desired quantity in the shopping cart and using the available buttons. During the ordering process, the CUSTOMER can correct input errors directly in the form.
- 12.7. The presentation of products in the online shop constitutes a non-binding invitation for the CUSTOMER to place an order. By placing an order, the CUSTOMER makes a binding offer to conclude a contract for the products contained in the shopping cart. The SELLER will confirm receipt of the order immediately via an automated email. This automated order confirmation establishes the contractual relationship.
- 12.8. The purchase contract is concluded in German with Otto Zimmermann GmbH, Untertürkheimer Straße 9, 66117 Saarbrücken, Germany. Further information and contact details can be found in the legal notice (Impressum). The contract text is stored by the provider. The order details are sent separately to the CUSTOMER in text form (email). The General Terms and Conditions can also be accessed and printed from the online shop.
- 12.9. For consumers, the law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), unless the protection granted by mandatory provisions of the law of the country in which the consumer has their habitual residence is withdrawn.
- 12.10. For the purchase of goods delivered in a package or otherwise by mail, the following applies: The prices displayed in the online shop do not include shipping costs for packaging and postage. The shipping costs are dynamically calculated during the ordering process and are displayed in the shopping cart overview before the order is placed.
13. **Delivery and Shipping Conditions - Information on Calculating the Delivery Date - and Payment Terms for Consumers**
- 13.1. Sections 3, 4, and 5 of these General Terms and Conditions do not apply to consumers.
- 13.2. For consumers, in the event of default, only the default interest rates applicable to consumers shall apply, deviating from Section 6.2. Additionally, in the case of payment default, the total claim does not become due, and no discounts, agreements on cash discounts, or price reductions are forfeited.
- 13.3. Section 6.4 does not apply to consumers at all.
- 13.4. The delivery of goods, which are delivered in a package or otherwise by mail, will be made, unless otherwise agreed with the CUSTOMER, by mail (package, parcel, letter, freight, etc.) to the delivery address provided by the CUSTOMER in the order.
- 13.5. The delivery time is specified on the respective product detail page or separately before the purchase of the product.
- 13.6. The specified delivery time begins, for payments made in advance, on the working day following the CUSTOMER's payment order to the transferring credit institution, or, for all other payment methods, on the working day after the day the contract is concluded.
- 13.7. The risk of accidental loss and accidental deterioration of the sold goods passes to the buyer, in the case of deliveries to businesses, upon delivery to them or an authorized recipient, or, in the case of a shipment sale, upon delivery of the goods to an appropriate transport person. For deliveries to consumers, the risk of accidental loss and accidental deterioration of the sold goods passes to the consumer in accordance with § 446 BGB upon delivery of the goods to the consumer. In terms of risk transfer, it is equivalent to delivery if the CUSTOMER is in default of acceptance.
- 13.8. Orders can be placed by all customers from the European Economic Area and, where applicable, from other countries specified in the online shop and/or the shipping cost table. Delivery of orders is only made to Germany and, where applicable, to the countries specified in the online shop and/or the shipping cost table.
- 13.9. In the event of delivery delays, the SELLER will promptly inform the CUSTOMER.
- 13.10. If the carrier returns the purchased item to the SELLER because delivery to the CUSTOMER was not possible, the CUSTOMER shall bear the costs for a new shipment and must provide reasonable compensation for the additional expenses incurred in accordance with legal regulations. This does not apply if the CUSTOMER has exercised a possibly existing right of withdrawal parallel to the refusal of acceptance, if the CUSTOMER is not responsible for the circumstance that made delivery impossible, or if the CUSTOMER was temporarily prevented from accepting the offered service, unless the SELLER had announced the service a reasonable time in advance.
14. **Alternative Dispute Resolution for Consumers**
The provider does not participate in dispute resolution procedures before a consumer arbitration board and is not obliged to do so.
15. **Applicable Law, Jurisdiction, Severability Clause**
- 15.1. Exclusively German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. The place of performance for our deliveries and the buyer's payment obligation is the location of our company headquarters (currently: Saarbrücken). The place of jurisdiction for both contracting parties is also the location of our company headquarters (currently: Saarbrücken). However, we are also entitled to sue the buyer at their general place of jurisdiction.
- 15.3. Should any provision of these General Terms and Conditions of Delivery and Payment be or become invalid, the validity of the remaining provisions shall not be affected.