I. Applicability

1. Our terms and conditions of payment and delivery exclusively apply to all orders and future orders that businesses (entrepreneurs) place with MHZ. Our Terms of Payment and Delivery, as amended on the order date, apply without exception. A separate representation version may be accessed on our website at www.mhz.de/en/.

2. Insofar as they do not agree with our terms of payment and delivery or both applicability of the customer’s terms, pending expressly denied. We are only bound by them if we receive them does not constitute agreement.

3. Our terms of payment and delivery must be made in writing. Any decision to waive this require- ment itself must also be recorded in written form.

4. Insofar as the terms of payment and delivery terms require the written form, transmission of text in electronic form (e.g. email, fax) also fulfils this requirement.

II. Quotations/ordering and conclusion of contract

1. Our quotations are subject to change. Orders placed with us by the customer only become binding after we have issued a written order confirmation.

2. The minimum order value is 1.25. This also applies to orders made via our ecommerce shop. Online orders are placed by clicking the order button “invoice without batch production.”

3. Documents provided by us, such as catalogues, brochures, illustrations, pictures in our ecommerce shop etc., only contain approximate details and descriptions. In any dispute, our written order confirmation shall be decisive. Any specifications provided by the customer shall apply only if they are confirmed by us in writing. Goods to be supplied are subject to change through continued technical progress.

4. Unless otherwise agreed in writing, installation work and on-site measurement is not included with delivery. In individual cases, on-site measurement work is agreed and no alternative charging arrangements have been made, we shall charge for such work at our prevailing hourly rates.

III. Prices

1. Our prices are stated in EURO, ex works or warehouse plus packaging, carriage and insurance. Non-binding recommended retail prices of the products, including value added tax, are indicated in our lists of gross prices. Individual products and/or specifications always contain net prices, plus VAT.

2. Invoice amounts to be paid by the customer, taking into account any discount granted, are calculated as follows:

   a) Sales based on the gross sales price lists:
      List price + exclusive statutory value added tax = Net price of goods
      = Invoice amount

   b) Sales based on special net purchase price lists for specialist retailers:
      List price without VAT = Net price of goods
      = Invoice amount

3. We are entitled to recharge to the customer any increases in the costs caused by any delays or peak periods of production, binding delivery deadlines begin on the date of our order confirmation and no later than the day after we have received any agreed down-payment or security. The delivery period shall be extended or moved accordingly in the event that for which we cannot be held responsible or if the customer wishes to alter the order after our order confirmation has been issued and we agree to the requested change.

   a) In the case of force majeure (e.g. war, political unrest, natural catastrophes), if unforeseen events arise that are beyond our control, whether these occur at our own premises or at those of our suppliers (e.g. lock-outs, foreigndomestic official measures and other operational disruptions, material procurement difficulties, transport disruption), delivery in the future shall also be delayed or moved by the duration of the disruption plus a reasonable start-up period.

   b) Part deliveries are permitted.

   c) Subject to any agreed payment terms pursuant to clause VII below, the customer shall not be entitled to return deliveries without our prior written consent. Should we agree to a return being made outside of the statutory warranty rights, this shall be done exclusively against the issue of a credit note and at our cost. Good condition and without unwarranted usage of the goods subject to return are required.

4. Where a fault in our work is shown by justified means to be valid, we shall remedy the fault by making good. We shall have the right to choose whether this is done by repairing the fault or by supplying a fault-free replacement. Article 439 section 3 sentenca 1 BGB (German Civil Code) applies.

5. Any claim to recourse made against us by the customer shall be valid only to the extent that the customer has not made any agreements in excess of statutory warranty claims with the end consumer.

6. Each and every warranty shall be subject to the goods delivered being kept and handled in the proper manner. We shall be entitled to repair the cause of the defect and all such repair work carried out by the customer or a third party without our prior written approval shall invalidate all war-

7. For all claims made due to any breach of contract from a financial obligations or from any unwarrantly. This shall not apply in cases of wilful intent or gross negligence, for injury to life, bodily harm or damage to health. Material contractual obligations shall in any case be limited to making good the value of the goods or services rendered, or to paying a reasonable sum. If the amount pledged as security exceeds what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum. If the amount pledged as security exceeds what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum. If the amount pledged as security exceeds what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum. If the amount pledged as security exceeds what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum.

8. In instances where the goods delivered are processed and integrated into a new object, we shall acquire co-ownership of the newly produced product in proportion to the value of the goods over which we have retained title to the value of the new object created by this process. The value of the goods over which we have retained title and the value of the new object shall be calculated by us, or alternatively by current market value. The processing date is definitive for establishing the processed value. During processing, the customer shall bear all expenses, without however gaining the right to make any claims against us whatsoever in respect of the processed goods. Any agency or commission public law is not entitled to bring actions against us if we are not in payment arrears in respect of the claim.

9. If the amounts pledged as security exceed what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum. If the amount pledged as security exceeds what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum. If the amount pledged as security exceeds what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum. If the amount pledged as security exceeds what is due to us by more than 20%, we shall be obligated to release to the customer the amount by which the security exceeds the value of the goods or services rendered, or to paying a reasonable sum.

10. If the customer claims against us, to the customer or to its creditors at their request, the assignment of claims affected and issue the necessary proofs of notification of the assignment public knowledge by proven notification of the assignment for their account in their own name.

11. Payment

   a) In accordance with the provisions of the German Data Protection Act, we store and utilise the customer’s personal data exclusively for the purposes of processing the orders and for all future purposes, of which fact the customer is herewith informed.

   b) Should any part of the contract or of these terms and conditions of payment and delivery be invalid, this shall not affect the validity of the remainder of the contract or of these terms of payment and delivery.

V. Deliveries

1. We make every effort to keep to the non-binding delivery time given in our order confirmations. Binding delivery times or schedules are only applicable if they are expressly confirmed as such in our order confirmation, in particular for custom items and/or delivery deadlines. The aforementioned provision does not apply if the customer is not in payment arrears in respect of the claim.

2. If no further third party is in place or where any bills due for payment in cash. This shall be the case even where official measures and other operational disruptions, material procurement difficulties, transport disruption), delivery shall also be delayed or moved by the duration of the disruption plus a reasonable start-up period.

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