

1. General information

1.1. The following contractual provisions (GTC) apply to all contracts concluded via the online shop of IKO-Import Klaus Otte GmbH, Maikesselkopf 23, 66539 Neunkirchen (hereinafter referred to as: IKO-Import Klaus Otte GmbH) between IKO-Import Klaus Otte GmbH and the customer (hereinafter referred to as: CUSTOMER).

1.2. The online shop of IKO-Import Klaus Otte GmbH and these General Terms and Conditions of business are directed exclusively at customers who are entrepreneurs as defined by § 14 BGB (German Civil Code).

1.3. IKO-Import Klaus Otte GmbH does not recognise any deviating General Terms and Conditions of business of the CUSTOMER, unless IKO-Import Klaus Otte GmbH has expressly agreed to them in writing.

2. Contract conclusion

2.1. The CUSTOMER can put the required articles into the shopping basket by clicking on the corresponding button and then initiate the ordering process by clicking on the shopping basket. Within the ordering process, the CUSTOMER must enter the necessary contact data for shipping and payment and complete the order by clicking the button "Order Payable".

2.2. The CUSTOMER can correct input errors, in particular goods placed in the shopping basket by mistake, by entering the required quantity in the shopping basket and using the available buttons. During the ordering process, the CUSTOMER can correct input errors in the various steps by navigating to the respective step using the browser's "next" and "back" buttons.

2.3. The presentation of the products in the online shop of IKO-Import Klaus Otte GmbH only represents a non-binding invitation to the CUSTOMER to place an order. By placing an order, the CUSTOMER submits a binding offer to conclude a contract for the articles contained in the shopping basket. IKO-Import Klaus Otte GmbH will immediately confirm receipt of the order automatically by e-mail. The automated order confirmation of the shop system does not yet result in a contractual relationship. IKO-Import Klaus Otte GmbH will accept the CUSTOMER's offer, after checking the stock of goods, by a separate declaration of acceptance by e-mail or by sending the goods within a period of 5 days or 3 working days after the order. Only with this separate declaration of acceptance or with receipt of the goods within the aforementioned period of time does the purchase contract come into effect. The issuing of an invoice is equivalent to a declaration of acceptance.

2.4. The purchase contract is concluded with IKO-Import Klaus Otte GmbH, Maikesselkopf 23, 66539 Neunkirchen.

2.5. The contract language is German.

3. Storage of contract text

The text of the contract is stored by IKO-Import Klaus Otte GmbH. The order data is sent to the CUSTOMER separately in text form (e-mail). The GTC can also be called up and printed out in the online shop.

4. Prices and postage costs

4.1. The prices valid on the day of the order shall apply, as displayed in the online shop.

4.2. The prices displayed in the online shop do not include the shipping costs for packaging and postage. The shipping costs for a delivery to Germany are displayed within the shopping cart overview.

4.3. From an order value of 400,- Euro net to the total order value of an order, shipping within Germany, without the German islands, is free of charge.

4.4. The minimum order value for the first completed order and delivery to a customer within Germany, excluding the German islands, is 200 euros net of the total order value of an order.

4.5. For all orders/deliveries to foreign countries, a flat-rate shipping fee will be charged in accordance with the shipping cost table available in the online shop. The flat-rate shipping costs for international shipping will be communicated to the CUSTOMER separately after the order is placed, unless this is visible in the shopping cart before the order is sent.

4.6. The minimum order value for the first completed order and delivery to a customer outside of Germany, excluding the German islands, is 500 euros net of the total order value of an order. For each additional order, the minimum order value outside Germany, excluding the German islands, is 300,- Euro net of the total order value of an order.

4.7. In individual cases further taxes (e.g. in case of an intra-community purchase) and/or charges (e.g. customs duties) may have to be paid by the CUSTOMER for cross-border deliveries.

5. Payment terms

5.1. IKO-Import Klaus Otte GmbH only accepts the payment methods offered during the ordering process in the online shop. The CUSTOMER chooses their preferred method of payment among the available payment methods.

5.2. If a delivery is made against advance payment by bank transfer, the CUSTOMER must transfer payment of the purchase price plus any delivery and shipping costs incurred to IKO-Import Klaus Otte GmbH before delivery. The delivery will take place after receipt of the complete invoice amount on the account of IKO-Import Klaus Otte GmbH. The advance payment is to be made by the CUSTOMER only after receipt of the invoice.

5.3. If a delivery is made against invoice, the net purchase price (without deduction) is due for payment immediately, at the latest within 21 days of the invoice date. The statutory provisions regarding the consequences of default of payment shall apply. If payment is made within 8 days of the invoice date, the CUSTOMER shall be granted a discount of 2.0% on the net invoice amount.

5.4. The CUSTOMER is only entitled to offsetting if the counterclaims have been legally established, are undisputed or recognised by IKO-Import Klaus Otte GmbH or the opposing claims are based on the same legal relationship.

6. Delivery and shipping conditions - Information for calculating the delivery date

6.1. Unless otherwise agreed with the CUSTOMER, the delivery of the goods shall be effected in accordance with INCOTERMS 2010 EXW at the headquarters of IKO-Import Klaus Otte GmbH.

6.2. IKO-Import Klaus Otte GmbH is entitled to determine the dispatch of the goods, including the type of dispatch (in particular transport company, dispatch route, packaging) on behalf of the CUSTOMER in accordance with § 315 BGB (German Civil Code) to the delivery address provided by the CUSTOMER on the order, if the CUSTOMER does not provide IKO-Import Klaus Otte GmbH with any instructions regarding the dispatch in text form.

6.3. The risk of accidental loss and accidental deterioration of the goods shall pass to the CUSTOMER at the latest upon delivery. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the

shipment. If acceptance has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services also apply accordingly to an agreed acceptance. If the CUSTOMER is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

6.4. If the CUSTOMER delays acceptance, neglects cooperation or if our delivery is delayed for other reasons for which the CUSTOMER is responsible, IKO-Import Klaus Otte GmbH is entitled to demand compensation of the resulting damage, including additional costs (e.g. storage costs). IKO-Import Klaus Otte GmbH charges a flat-rate compensation for this to the amount of 35 EUR per calendar day, beginning with the delivery period or - in the absence of a delivery period - with the notification to the CUSTOMER that the goods are ready for dispatch.

6.5 The proof of higher damages and the legal claims of IKO-Import Klaus Otte GmbH (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the flat rate is to be offset against further monetary claims. The CUSTOMER is permitted to prove that no damage or damage significantly less than the aforementioned flat fee has been incurred to IKO-Import Klaus Otte GmbH.

6.6. The delivery time is indicated separately with the respective article or with the product description on the article page.

6.7. The delivery time indicated on the article page begins with payment in advance on the working day after the payment order of the CUSTOMER to the remitting bank, or with all other payment methods on the working day after the day of the conclusion of the contract.

6.8. Orders and deliveries are only offered in and to Germany as well as to the countries indicated in the online shop and/or in the shipping cost table. IKO-Import Klaus Otte GmbH will inform the CUSTOMER immediately in case of delays in delivery.

6.9. If IKO-Import Klaus Otte GmbH is unable to meet binding delivery deadlines, which have been confirmed separately, for reasons for which IKO-Import Klaus Otte GmbH is not responsible (non-availability of the service), IKO-Import Klaus Otte GmbH will inform the CUSTOMER of this immediately and at the same time inform the CUSTOMER of the expected new delivery deadline. If the service is also not available within the new delivery period, IKO-Import Klaus Otte GmbH is entitled to withdraw from the contract in whole or in part. IKO-Import Klaus Otte GmbH will immediately reimburse any payment already made by the CUSTOMER. A case of non-availability of performance in this sense is in particular the non-timely self-supply by the suppliers of IKO-Import Klaus Otte GmbH, if IKO-Import Klaus Otte GmbH has concluded a congruent hedging transaction and neither IKO-Import Klaus Otte GmbH nor its suppliers are at fault and there is also not only a temporary obstacle to performance on the part of the supplier of IKO-Import Klaus Otte GmbH.

6.10. The occurrence of default in delivery shall be determined in accordance with the statutory provisions. In any case, a reminder by the CUSTOMER is required. If IKO-Import Klaus Otte GmbH is in default of delivery, the CUSTOMER can demand flat-fee compensation for the damage caused by the delay. The flat-fee compensation amounts for every completed calendar week of the delay to 0.5% of the net price (delivery value), in total however at most 5% of the delivery value of the delayed goods. IKO-Import Klaus Otte GmbH must provide proof that no damage or less damage than the aforementioned flat fee has been caused to the CUSTOMER.

6.11. The rights of the CUSTOMER according to point 8.9 of these GTC and the legal rights of IKO-Import Klaus Otte GmbH in the event of an exclusion of the obligation to perform (e.g. due to the impossibility or unreasonableness of the performance and/or subsequent performance) remain unaffected.

7. Retention of title

7.1. IKO-Import Klaus Otte GmbH reserves the right of ownership of the goods sold until all current and future claims of IKO-Import Klaus Otte GmbH against the CUSTOMER arising

from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

7.2. The goods subject to retention of title may not be pledged to third parties nor assigned as a security before full payment of the secured claims. The CUSTOMER must immediately inform IKO-Import Klaus Otte GmbH in writing if and to the extent that third parties access goods belonging to IKO-Import Klaus Otte GmbH.

7.3. If the CUSTOMER acts in breach of contract, in particular if the purchase price due is not paid, IKO-Import Klaus Otte GmbH is entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the reservation of title and the withdrawal. If the CUSTOMER does not pay the purchase price due, IKO-Import Klaus Otte GmbH may only assert these rights if IKO-Import Klaus Otte GmbH has previously set the CUSTOMER an appropriate deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

7.4. The CUSTOMER is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

7.4.1. The retention of title extends to the full value of the products resulting from the processing, mixing or combination of the goods of IKO-Import Klaus Otte GmbH, whereby IKO-Import Klaus Otte GmbH is considered the manufacturer. If, in the case of processing, mixing or combination with goods of third parties, their right of ownership remains, IKO-Import Klaus Otte GmbH acquires co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under reservation of title.

7.4.2. The CUSTOMER hereby assigns to IKO-Import Klaus Otte GmbH by way of security all claims against third parties arising from the resale of the goods or the product, or in the amount of any co-ownership share of IKO-Import Klaus Otte GmbH in accordance with the above paragraph. IKO-Import Klaus Otte GmbH accepts the assignment. The obligations of CUSTOMER mentioned above shall also apply in consideration of the assigned claims.

7.4.3. In addition to IKO-Import Klaus Otte GmbH, the CUSTOMER remains authorised to collect the claim. IKO-Import Klaus Otte GmbH undertakes not to collect the claim as long as the CUSTOMER fulfils their payment obligations to IKO-Import Klaus Otte GmbH, is not in default of payment, no application for the opening of insolvency proceedings has been made and there is no other defect in their ability to pay. If this is the case, however, IKO-Import Klaus Otte GmbH can request that the CUSTOMER reveals the claims and their debtors, provides all the necessary details for collection, hands over the respective documents and informs the debtors (third parties) of the assignment.

7.4.4. If the realisable value of the securities exceeds the claims of IKO-Import Klaus Otte GmbH by more than 10%, IKO-Import Klaus Otte GmbH will release securities at the discretion of IKO-Import Klaus Otte GmbH at the request of the CUSTOMER.

8. Warranty / Liability for defects / Obligation to give notice of defects

8.1. For the CUSTOMER's rights in case of defects of quality and defects of title (including wrong and short delivery, as well as improper assembly or faulty assembly instructions) the statutory provisions shall apply, unless specified otherwise below. In all cases, the statutory special regulations for final delivery of the goods to a consumer (supplier recourse according to §§ 478, 479 BGB) remain unaffected.

8.2. The limitation period for claims for defects of the CUSTOMER is 12 months, calculated from the transfer of risk to the CUSTOMER.

8.3. The basis of the liability for defects on the part of IKO-Import Klaus Otte GmbH is above all the agreement reached on the quality of the goods. The product descriptions (including

those of the manufacturer) constitute the agreement regarding the product features, which the CUSTOMER was able to call up in the product description prior to his order or which were included in the contract in the same way as these GTC.

8.4. If the specifications were not agreed, it must be evaluated according to legal regulations whether there is a defect or not (§434 par. 1 p. 2 and 3 BGB - Civil Code).

8.5 The CUSTOMER's claims for defects presuppose that the CUSTOMER has complied with his legal obligations to examine and give notice of defects according to §§ 377, 381 HGB (German Commercial Code). If a defect is revealed during the inspection or later, IKO-Import Klaus Otte GmbH must be notified of this immediately in writing (letter, fax or email). Notification is deemed to be without delay if it is made within two weeks, whereby timely dispatch of the notification is sufficient to meet the deadline. If the CUSTOMER fails to carry out the proper inspection and/or report defects, the liability of IKO-Import Klaus Otte GmbH for the unreported defect is excluded.

8.6. If the delivered item is defective, the CUSTOMER may initially choose whether subsequent performance is to be rendered by remedying the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). The right of IKO-Import Klaus Otte GmbH to refuse subsequent performance under the statutory conditions remains unaffected. IKO-Import Klaus Otte GmbH is entitled to make the supplementary performance owed dependent on the CUSTOMER paying the purchase price due. However, the CUSTOMER is entitled to retain a reasonable part of the purchase price in relation to the defect.

8.7. The CUSTOMER must give IKO-Import Klaus Otte GmbH the necessary time and opportunity for the fulfilment owed, in particular to hand over the goods which are the subject of the complaint for inspection purposes. In the case of a replacement delivery, the CUSTOMER must return the defective item to IKO-Import Klaus Otte GmbH in accordance with the statutory provisions. The supplementary performance does not include the removal of the defective item nor the reinstallation if IKO-Import Klaus Otte GmbH was not originally obliged to install it.

8.8. If the supplementary performance has failed or a reasonable period of time to be set by CUSTOMER for the supplementary performance has expired without success or is dispensable according to the statutory provisions, CUSTOMER may withdraw from the purchase contract or reduce the purchase price. In case of an insignificant defect, however, there is no right of withdrawal.

8.9. CUSTOMER's claims for damages or compensation for futile expenses shall only be exerted in accordance with Section 9 of these GTC and shall be excluded in all other respects.

9. Liability

9.1. The CUSTOMER's claims for damages or compensation for futile expenditure against IKO-Import Klaus Otte GmbH are governed by these provisions outside of warranty law, irrespective of the legal nature of the claim.

9.2. The liability of IKO-Import Klaus Otte GmbH is excluded - irrespective of the legal grounds - unless the cause of the damage is based on intent and/or gross negligence on the part of IKO-Import Klaus Otte GmbH, its employees, representatives or vicarious agents. Insofar as the liability of IKO-Import Klaus Otte GmbH is excluded or limited, this also applies to the personal liability of employees, representatives or vicarious agents of IKO-Import Klaus Otte GmbH. The liability of IKO-Import Klaus Otte GmbH under the Product Liability Act remains unaffected (§ 14 ProdHG).

9.3. IKO-Import Klaus Otte GmbH is liable, in accordance with the statutory provisions, for damages resulting from injury to life, body or health which are based on an intentional, grossly negligent or negligent breach of duty by IKO-Import Klaus Otte GmbH or a legal representative or vicarious agent of IKO-Import Klaus Otte GmbH.

9.4. If IKO-Import Klaus Otte GmbH at least negligently violates an essential contractual obligation, i.e. an obligation whose observance is of particular importance for the

achievement of the purpose of the contract (essential contractual obligation or cardinal obligation), the liability is limited to the typically arising damage, i.e. to such damage which must typically be expected to arise within the framework of the contract. An essential contractual or cardinal obligation in the aforementioned sense is one whose fulfilment is essential for the proper execution of this contract and on whose compliance the CUSTOMER regularly relies and may rely.

10. Information on battery disposal

The following notice concerns the handling of goods by end users if these goods consist of batteries or if these goods contain batteries.

Free take-back of used batteries:

Batteries must not be disposed of in household waste. You are legally obliged to return used batteries to ensure that they are disposed of properly. You can dispose of used batteries at a municipal collection point or at local retailer. IKO-Import Klaus Otte GmbH as a distributor of batteries is obliged to take back old batteries, whereby its obligation to take back is limited to old batteries of the type which it offers and sells as new batteries, or has offered and sold. Used batteries of the aforementioned type can be sent to IKO-Import Klaus Otte GmbH by post with sufficient postage or handed in free of charge directly at the headquarters of IKO-Import Klaus Otte GmbH. Furthermore, IKO-Import Klaus Otte GmbH is affiliated to the manufacturer's own return system for used portable batteries of the GRS foundation. The registration number is: 21002304

Meaning of the battery symbols:

Batteries are marked with the symbol of a crossed-out dustbin. Batteries must not be disposed of in household waste. Batteries that contain more than 0.0005 mass percent of mercury, more than 0.002 mass percent of cadmium or more than 0.004 mass percent of lead are marked with the respective abbreviation of the chemical designation ("Cd" for cadmium, "Pb" for lead and "Hg" for mercury) by corresponding information under the waste bin as follows

11. Final provisions

11.1. The law of the Federal Republic of Germany applies to the exclusion of the UN CiSG.

11.2. If the CUSTOMER is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract and the place of performance is the registered office of IKO-Import Klaus Otte GmbH in 66539 Neunkirchen.

11.3. The same applies if the CUSTOMER is an entrepreneur and does not have a general place of jurisdiction in Germany or if the place of residence or habitual abode is unknown at the time the action is filed. The authority of IKO-Import Klaus Otte GmbH to also call upon the court at another legal place of jurisdiction remains unaffected by this.