

GENERAL TERMS AND CONDITIONS WITHIN THE FRAMEWORK OF PURCHASE VIA THE PLATFORM [HTTPS://SHOP.MURRPLASTIK.COM](https://shop.murrplastik.com) 02/2025

A. Field of Application

1. These General Terms and Conditions (hereinafter "GTC") are intended to be applied to all sales of the goods displayed via the Seller's internet site <https://shop.murrplastik.de>
2. The Seller reserves the right to change the current GTC at any time. Any amendment of the GTC shall be effective, with no exception, exclusively for all new orders submitted following the publication of the amendment on the Seller's Website. Buyers should check the GTC posted on the Website before clicking on the "Buy now" button - they may have changed since the last visit of the Website.
3. The GTC may be printed, down- loaded, and/or stored by Buyers.
4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, or other document of information shall be subject to correction by the Seller without any liability on its part .
5. Any conflicting GTC are hereby objected to.
6. The Seller exclusively supplies entrepreneurs, legal entities under public law and special funds under public law. The Seller does not supply private end consumers.

B. Conclusion of contract

1. The Buyer can select goods from our assortment and collect them in a so-called shopping cart by clicking the button "add to shopping cart". By clicking on the button "order with obligation to pay", the Buyer makes a binding offer to purchase the goods in the shopping cart. Before submitting the order, the Buyer can change and view the data at any time. However, the application can only be submitted and transmitted if the Buyer has accepted these contractual terms and conditions by clicking on the "Accept GTC" button and thereby included them in his order.
2. The Seller shall then send the Buyer an automatic confirmation of receipt by e-mail, in which the Buyer's order is listed again and which the Buyer can print out using the "Print" function. The automatic confirmation of receipt merely documents that the Buyer's order has been received by the Seller and does not constitute acceptance of the application. The contract is only concluded by the submission of the declaration of acceptance by the Seller, which is sent with a separate e-mail (order confirmation). In this e-mail or in a separate e-mail, but no later than upon delivery of the goods, the text of the contract (order confirmation) will be sent by the Seller to the Buyer on a durable medium (e-mail or other suitable medium-the contract confirmation). The contract text will be stored in compliance with data protection.



C. Purchase price

1. Unless otherwise agreed in writing, the prices are intended ex works, excluding packaging and plus VAT to the extent applicable. For the goods ordered in the Online Shop, the prices of the day of the order apply. They are explicitly stated during the ordering process. The Buyer will also be informed about the amount of shipping costs during the ordering process. Prices on the website are valid only for purchase in the Online Shop.
2. The Seller reserves the right, by giving prompt notice to the Buyer at any time before delivery, to increase the price of the goods to reflect an increase in the costs to the Seller which is due to any external factor beyond the control of the Seller (such as foreign exchange fluctuation, currency regulation, alternation of duties, changes in customs duties, significant increase in the costs of materials).
3. Except as otherwise stated under the terms of any quotation or in any of our price list, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works bases. If Seller agrees to deliver the goods otherwise than at our premises, the Buyer shall be liable to pay charges for transport, packaging and insurance.
4. The minimum order value is EUR 100,00 net. If the order value is less than this amount, a minimum quantity surcharge of EUR 50.00 plus VAT to the extent applicable will be charged.
5. The cost of the shipping service can be found on website.

D. Terms of Payment

1. The Buyer can make the payment on invoice. If set up by the Seller, payment by credit card or PayPal or other accepted payment methods is also accepted.
2. The Buyer can change the payment method stored in his user account at any time.
3. The Seller reserves the right to exclude certain payment methods in individual cases.
4. Payment of the purchase price is due immediately upon conclusion of the contract. The provisions on late payment are those established by law.
5. The Buyer shall be entitled to prove that his delay of the payment caused no or little damage only.
6. In the case of payment by "PayPal", the "PayPal Terms of Use" of PayPal (Europe) S.à r.l. & Cie, S.C.A. apply. The applicable terms of use, which the Buyer must agree to as a user of PayPal in relation to PayPal (Europe) S.à r.l. & Cie, S.C.A., are available at www.paypal.com. The actual debiting of the Buyer's PayPal account will only take place at the time at which the Seller ships the goods to the Buyer.
7. When paying by credit card, the amount is reserved on the Buyer's credit card when the Buyer places his order (so-called authorization). The actual charge to the Buyer's credit card will be made only at the time when the Seller ships the goods to the Buyer.



E. Delivery, delivery time, availability of goods

1. The goods sold through this Website can be delivered only to EU-states, the United Kingdom of Great Britain and Northern Ireland, Liechtenstein, Iceland and Switzerland. Orders to be delivered in countries other than the listed countries shall not be accepted.
2. Delivery of the goods shall be made by the Buyer collecting the goods at the Seller's premises at any time after the Seller has notified the Buyer that the goods are ready for collection or, if some other place for delivery is agreed with the Seller, by delivering the goods to that place.
3. The risk of loss of or damage to the ordered goods passes to the Buyer at delivery place agreed upon.
4. Delivery times stated by the Seller are calculated from the time of the Seller's order confirmation, provided that payment of the purchase price has been made (except for purchase on invoice). If no or no deviating delivery time is specified for the respective goods in the Seller's Online Shop, it is 2 days ex works.
5. The goods ordered are delivered either by the Seller or by third parties commissioned by the Seller to the delivery address specified by the Buyer. The person in charge of the delivery is primarily obliged to deliver the goods only to the curb.
6. The Seller shall be entitled to provide partial performance regarding the Delivery insofar as this is reasonable for the Buyer; any additional costs incurred as a result shall be borne by the Seller. If the Buyer does not wish partial performance under any circumstances, this must be communicated in text form (e.g. by e-mail) immediately after notification of the delay in delivery.
7. If the product selected by the Buyer is out of stock at the time of the Buyer's order, the Seller shall inform the Buyer of this in the order confirmation. If the product is permanently not available, the Seller shall refrain from a declaration of acceptance. In this case, a contract is not concluded.
8. If the Seller is not able to deliver the ordered goods through no fault of the Seller because the upstream supplier has not fulfilled its contractual obligations, or if the goods ordered by the Buyer are not available for a period of at least one month due to force majeure, the Seller may withdraw from the purchase contract. The Seller shall inform the Buyer in the event of corresponding delivery difficulties. In the event of a withdrawal in accordance with this clause, the Seller will immediately reimburse the Buyer for any payments already made.
9. If the product indicated by the Buyer in the order is only temporarily unavailable, the Seller shall also inform the Buyer of this in the order confirmation.
10. Insofar as the delivery item is delivered on cable drums, the Seller points out that the cable drums are only provided on loan. The cable drums are and remain the property of KTG Köln Kabeltrommel GmbH & Co. KG in Cologne.



F. Export

1. The validity and performance of any contract shall be subject to the condition that there are no restrictions from national or international regulations, particularly export control regulations and embargoes or other restrictions.

The parties to the contract agree to provide all information and documentation necessary to verify the legality of the shipment. If there are delays caused by export controls or authorization procedures, the stipulated delivery times or deadlines will no longer be valid. If the required authorizations for certain items cannot be obtained within a period of 6 months from the date of delivery or if the Buyer fails to provide the Seller with the necessary documents or information for this purpose the Seller shall have the right, after setting a reasonable time limit, to withdraw from the contract as far as the parties concerned are concerned. Claims for damages and failure to comply with the above terms are excluded.

In the event of export or shipment of the goods by the Buyer, the Buyer agrees to comply with all Italian and European export and shipment regulations as well as all other applicable national or international export control, embargo and related sanctions regulations. The above provisions are without prejudice to termination of the contract for reasons other than those described above.

In particular, the Buyer is obliged to immediately provide all information required for export, import or intra-community shipment (e.g., end user, end destination and intended use), documents, approvals and certificates that may be required for the fulfillment of the Seller's obligations. The Buyer shall be liable for any damage resulting from a delay in the provision of the cited documentation. L'acquirente non venderà, esporterà o risporterà, direttamente o indirettamente, nella Federazione Russa o per l'uso nella Federazione Russa alcun bene fornito ai sensi del presente contratto o in relazione ad esso che rientri nell'articolo 12g del Regolamento (UE) n. 833/2014 del Consiglio. L'acquirente farà il possibile per garantire che questo scopo non sia vanificato da terzi a valle della catena commerciale, compresi eventuali rivenditori.

2. The Buyer will not sell, export or re-export, directly or indirectly, to or for use in the Russian Federation any goods supplied under or in connection with this contract that fall under Article 12g of Council Regulation (EU) No. 833/2014. The Buyer shall use its best efforts to ensure that this purpose is not frustrated by third parties down the commercial chain, including any resellers.

The Buyer shall establish and maintain an appropriate monitoring mechanism to detect behavior by third parties down the chain of commerce, including any resellers, that may frustrate this purpose.

Any violation of the preceding subparagraphs of this paragraph shall constitute a material breach of essential elements of this contract and shall entitle the Seller to terminate the contract.

The Buyer shall inform the Seller immediately of any problems in the implementation of the first two subparagraphs of this paragraph, including any relevant activities by third parties that could defeat the purpose stated in the first subparagraph of this paragraph. The Buyer shall provide information on the fulfillment of obligations under the first two subparagraphs of this paragraph within two weeks. That also applies to future embargoes or bans on exports to other countries.



G. Transfer of Risks

Risk of damage to or loss of the goods shall pass to the Buyer as follows:

- in the case of goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller has tendered delivery of the goods;
- in the case of goods to be delivered at the Seller's premises ("ex works") at that time when the Seller notifies the Buyer that the goods are available for collection.

H. Offsetting and right of retention

1. The Buyer shall only be entitled to offset claims (i) if the counterclaims with which he wishes to offset relate to counterclaims from the same purchase contract, (ii) if his claims have been established by a final judgment, have been recognized by the Seller or are undisputed.
2. Rights of retention can only be asserted by the purchaser if the counterclaim is based on the same purchase contract.

I. Complaints

Obvious defects must be reported in writing and specified within 10 days after receipt of the goods.

J. Warranty and Guarantees

1. The legal warranty is valid.
2. The warranty period is 12 months. Where longer durations are mandatory by law, these periods shall apply. The Seller's consent must be obtained prior to any return of the goods.
3. The Seller shall not be liable for the goods being fit for a particular purpose and commercial use unless otherwise agreed upon by writing, to which the Buyer intends to put them.
4. This warranty does not cover defects in or damage to the goods which are due to improper installation or maintenance, misuse, neglect or any cause other than ordinary commercial application.
5. Additionally granted warranties do not affect the Buyer's statutory warranty claims.



K. Liability

1. Claims of the Buyer for damages are excluded. Excluded from this are claims for damages by the Buyer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Buyer, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to achieve the scope of the contract.
2. In the event of a breach of essential contractual obligations, the Seller shall only be liable for the foreseeable damage typical for this type of contract, if such damage was caused by negligence, unless the damage claims of the Buyer are based on injury to life, body or health.
3. The restrictions of clauses 1 and 2 shall also apply in favor of the legal representatives and vicarious agents of the Seller, if claims are asserted directly against them.
4. The limitations of liability resulting from clauses 1 and 2 shall not apply insofar as the Seller has fraudulently concealed the defect or has assumed a guarantee for the quality and consistency of the item. The same shall apply insofar as the Seller and the Buyer have reached an agreement on the quality and consistency of the item. The statutory provisions on product liability remain unaffected.
5. Data communication via the Internet cannot always be guaranteed to be error-free and/or available at all times. In this respect, the Seller is not liable for the constant and uninterrupted availability of the Online Shop.

L. Contractual documents, property rights

The Seller reserves the right of ownership and copyright of all contractual documents such as drafts, drawings, calculations and cost estimates. They may not be reproduced or made available to third parties without the Seller's consent. The Seller is exclusively entitled to any rights to patents and utility models, even if they have not yet been registered. Reproduction of the Seller's goods is only allowed with the written consent of the Seller.

M. Personal Data Collection and Processing – Personal Data Protection

The Customer's personal data (e.g. title, name, address, e-mail address, contact details) will be collected, processed and stored, including electronically, in accordance with applicable laws (in particular by way of example in accordance with EU Regulation 2016/679 and Legislative Decree No. 196/2003, as amended by Legislative Decree No. 101/2018) and may only be produced at the request of the Judicial Authority or other Authorities authorized to do so for legal purposes. The Buyer, by filling out the master data sheet in the procedure of registration on our website, a procedure necessary to activate the process of sending the order and related and further communications necessary for the conclusion of the contract, authorizes the Data Controller to disclose its personal data:

1. to subjects (employees or collaborators) of Murrplastik Italia S.r.l. delegated to the performance of all activities, even prodromal, necessary for the execution of the contract (e.g. administration, accounting, IT and logistical support activities), subjects who have been appointed as authorized processors;



2. to trusted couriers and/or forwarding agents that Murrplastik Italia S.r.l. uses for the delivery of the purchased products in order to allow the delivery of the orders.

Murrplastik Italia S.r.l. provides supplementary information on how personal data are collected, processed, handled, stored and deleted, the purposes and legal bases of processing as well as the rights and faculties of the data subjects in our "Privacy Policy" notice which can be found at the following <https://www.murrplastik.com/it/protezione-dei-dati/>.

N. Applicable Law and Place of Jurisdiction

1. The sale of goods through the web is governed by these general conditions and in addition by Italian law to the exclusion of the provisions of the Vienna Convention of 11.4.1980 on the International Sale of Goods.
2. For any dispute arising from and/or related to the online sale and purchase, the Court of Milan shall have exclusive jurisdiction.

The Buyer accepts the General Terms and Conditions of Sale within the framework of the Contracts of Sale through the <https://shop.murrplastik.com> Platform reproduced and available for consultation herein, conditions that the Buyer confirms to have read and to have accepted.

The Buyer declares, pursuant to Sections 1341 and 1342 of Civil Code, that it has carefully read and specifically approves the following clauses of the General Terms and Conditions of Contract within the framework of the Contracts of Sale, which are concluded through the <https://shop.murrplastik.com> Platform and which are reproduced and available for consultation therein: D-5 (burden of evidence); E-8 (right of withdrawal); F (right of withdrawal - exclusion of compensation for damages); H-1 (limitation of compensation); H-2 (limitation of right of retention); I (forfeiture); K-1 (limitation of liability); K-2 (limitation of liability); K-3 (limitation of liability); N-2 (jurisdiction). dichiara ai sensi degli articoli 1341 e 1342 c.c. di avere letto attentamente e di approvare specificatamente le seguenti clausole delle Condizioni Generali di Contratto nell'ambito dei Contratti di Vendita tramite la Piattaforma <https://shop.murrplastik.com> ivi riprodotte e consultabili: D-5 (onere della prova); E-8 (diritto di recesso); F (diritto di recesso - esclusione risarcimento danni); H-1 (limitazione compensazione); H-2 (limitazione diritto ritenzione); I (decadenza); K-1 (limitazione di responsabilità); K-2 (limitazione di responsabilità); K-3 (limitazione di responsabilità); N-2 (foro competente).

