

GENERAL TERMS AND CONDITIONS WITHIN THE FRAMEWORK OF PURCHASE VIA THE PLATFORM [HTTPS://SHOP.MURRPLASTIK.DE](https://shop.murrplastik.de), AT: 03/2024

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 our internet site <https://shop.murrplastik.de>
2. We reserve the right to change the current GTC at any time. Any amendment of the GTC shall be effective exclusively for all new orders submitted following the publication of the amendment on the Website and therefore accepted by the Buyer at the time of purchase. Buyers should check the GTC posted on the Website before clicking on the "Buy now" button - they may have changed since the last visit and the applicable GTC will be those posted on the Website at the time of purchase and therefore accepted by the Buyer.
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, invoice or other document of information issued by us shall be subject to correction without any liability on our part .
5. The possible declaration of the nullity of a clause does not entail the total ineffectiveness of the contract if the same can subsist without such clause.
6. Any conflicting GTC are hereby objected to.
7. We exclusively supply entrepreneurs, legal entities under public law and special funds under public law. We do 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 "Buy Now", 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 application.



2. We 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 us and does not constitute acceptance of the application. The contract is only concluded by the submission of the declaration of acceptance by us, 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 (consisting of order, GTC and order confirmation) will be sent by us to the Buyer on a durable medium (e-mail or paper printout)(contract confirmation). The contract text will be stored in compliance with data protection.

C. Price of the goods

1. All prices stated on our Website are exclusive of the applicable statutory value-added tax and plus any shipping and packaging costs. 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 minimum order value is EUR 100.00 net. If the order value is less than this, we shall charge a minimum quantity surcharge of EUR 50.00 plus VAT at the applicable rate.
3. We reserve the right, by giving notice to the Buyer at any time before delivery, to increase the price of the goods to reflect an increase in the costs to us which is due to any external factor beyond the control of us (such as foreign exchange fluctuation, currency regulation, alternation of duties, significant increase in the costs of materials or other costs of manufacture). The price increase will be proportional to the increase in the cost of the product.
4. We also reserve the right, by giving notice to the Buyer at any time before delivery, to change in delivery dates if this change is due to any external factor beyond the our control (e.g. a shortage of raw materials, war, pandemic, border cut off, etc).
5. Except as otherwise stated under the terms of any quotation or in any of our price list , an unless otherwise agrees in writing between the Buyer and us, all prices are given by the Seller on an ex works bases, and where we agree to deliver the goods otherwise than at our premises, the Buyer shall be liable to pay our charges for transport, packaging or insurance.
6. The cost of the shipping service can be found on website.



D. Terms of Payment

1. The Buyer can make the payment on account. If set up by us, payment by credit card or PayPal is also accepted.
2. The Buyer can change the payment method stored in his user account at any time.
3. We reserve the right to exclude certain payment methods in individual cases.
4. Payment of the purchase price is due immediately upon conclusion of the contract. Payment default entitles us to delay shipping the product until full payment is received. The regulations on default of payment result from the law (e.g. require the payment with interest or termination of the contract, and in both cases claiming compensation for damages that may have been caused to us).
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 we ship the goods to the Buyer.
7. When paying by credit card, the amount is reserved on the Buyer's credit card when the Buyer place his order (so-called authorization). The actual charge to the Buyer's credit card will be made only at the time when we ship 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, U.K. and EFTA-states. 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 our premises at any time after we have notified the Buyer that the goods are ready for collection or, if some other place for delivery is agreed by us, 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. Also, please see Clause G.
4. Delivery times stated by us are calculated from the time of our order confirmation, prior payment of the purchase price provided (except for purchase on account). If no or no deviating delivery time is specified for the respective goods in our Online Shop, it is 30 days.



5. We deliver ordered goods either itself or by commissioning third parties to the delivery address specified by the Buyer, if this was agreed in writing between us and the Buyer. Suppliers are generally only obliged to deliver to the curb.
6. We 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 us. If the Buyer do not wish partial performance under any circumstances, this must be communicated in text form (e.g. as a letter or 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, we shall inform the Buyer of this in the order confirmation. If the product is permanently not available, we refrain from a declaration of acceptance. In this case, a contract is not concluded.
8. If we are not able to deliver the ordered goods through no fault of our own 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, we may withdraw from the purchase contract. We will inform the Buyer in the event of corresponding delivery difficulties. In the event of a withdrawal in accordance with this clause, we will immediately reimburse the Buyer for any payments already made.
9. If the product designated by the Buyer in the order is only temporarily unavailable, we shall also inform the Buyer of this in the order confirmation.
10. Insofar as the delivery item is delivered on cable drums, we point out that the cable drums are only provided on loan. The cable drums remain the property of KTG Köln Kabeltrommel GmbH & Co. KG in Cologne.

F. Export

1. The validity and the fulfilment of any contract are subject to the provision that there are no restrictions by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. The contract partners shall obligate themselves to provide all information and documentation needed to check the legality of shipment. Delays caused by export checks or licensing procedures shall invalidate any lead times or deadlines stipulated. If any required licenses for certain items cannot be obtained within a period of 6 months after the delivery date or if the Buyer does not provide us with the documents or information required for this purpose after setting a reasonable deadline, we shall be entitled to withdraw from the contract with regard to the affected parts. Claims for damages and above mentioned transgression of deadlines shall be excluded. In the event of export or shipment of the goods by the Buyer, the Buyer undertakes to comply with all German and European



regulations as well as all other applicable national or international regulations on export control as well as embargoes and other sanctions. The aforementioned provisions shall be without prejudice to the 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, final destination and intended use), documents, approvals and certificates which may be required for the fulfilment of Murrplastik Systemtechnik GmbH obligations. The Buyer shall be liable for any damage resulting from a delay in providing the referred documentation.

2. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation 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 make every effort to ensure that this purpose is not frustrated by third parties further down the commercial chain, including by possible resellers.

The Buyer shall set up and maintain an adequate appropriate monitoring mechanism to detect conduct by third parties further down the commercial chain, including by possible resellers, that would frustrate this purpose.

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

The Buyer shall immediately inform us about any problems in applying the first two sections of this paragraph, including any relevant activities by third parties that could frustrate the purpose set out in the first section of this paragraph. The Buyer shall make information concerning compliance with the obligations under the first two sections of this paragraph within two weeks.

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 our premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when we have tendered delivery of the goods;
- in the case of goods to be delivered at our premises ("ex works") at that time when we notify 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 if the counterclaims with which he wishes to offset relate to counterclaims from the same purchase contract, have been legally established, have been recognized by us 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. Insofar as the law in accordance provided by law prescribes longer periods, these periods shall apply. Our consent must be obtained prior to any return of the goods.
3. We 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 Seller, its legal representatives or vicarious agents. contractual obligations are those whose fulfilment is necessary to achieve the cause 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 us if claims are asserted directly against them.
4. The limitations of liability resulting from clauses 1 and 2 shall not apply insofar as we have fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply insofar as we and the Buyer have reached an agreement on the quality of the item. The provisions of the legal regime for defective goods remain unaffected.
5. Data communication via the Internet cannot always be guaranteed to be error-free and/or available according to the current state of the art. In this respect, we are not liable for the constant and uninterrupted availability of the Online Shop.

L. Contractual documents, property rights

We reserve 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 our consent. We are exclusively entitled to any rights to patents and utility models, even if they have not yet been registered. Reproduction of our goods is only allowed with our written consent.

M. Data Protection

1. Personal data (e.g. title, name, address, e-mail address) is collected, processed and stored by us exclusively in accordance with applicable laws, in particular Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights.
2. We provide supplementary information on data protection as well as on the type, scope and purpose of the collection and use of personal data carried out on our part within the framework of our data protection declaration on the website. <https://www.murrplastik.de/en/privacy-policy/>



N. Applicable Law and Place of Jurisdiction

Sales of goods via our Website shall be governed by and construed in accordance with German law to the Exclusion of the UN Convention on Contracts for the International Sale of Goods and each party agrees to submit to the jurisdiction of the Spanish courts.

Notice according to Batterienengesetz (BattG)



Since we sell batteries and rechargeable batteries or such devices that contain batteries and rechargeable batteries, we are required by the Batterienengesetz (BattG) to inform the Buyer of the following: Batteries and rechargeable batteries may not be disposed of in household waste, but the Buyer is legally obliged to return used batteries and rechargeable batteries. Used batteries may contain harmful substances that can affect the environment or health if not stored or disposed of properly. However, batteries also contain important raw materials such as iron, zinc and manganese or nickel and are recycled. The Buyer can either return the batteries to us after use or return them free of charge in the immediate vicinity (e.g. in shops or municipal collection points). The crossed-out trash can mean that the Buyer must not dispose of batteries and rechargeable batteries in the household trash.

Notice according to Elektro- und Elektronikaltgeräte-Gesetz (ElektroG)



In accordance with the regulations of the Elektro- und Elektronikaltgeräte-Gesetz (ElektroG), we are obliged to take back waste electrical and electronic equipment supplied by us and to ensure that it is reused or disposed of, and to draw the Buyer's attention to the following.

Waste electrical and electronic equipment must not be disposed of with household waste. Therefore, they are marked with the symbol of a crossed-out garbage can on a black bar. If the device can no longer be used, every end user is obliged to dispose of old devices separately from household waste, e.g. at a collection point in his municipality / district. This ensures that the old devices are recycled properly and that negative effects on the environment are avoided.



The following symbol on electrical appliances and/or their packaging indicates that this appliance may only be disposed of separately from other types of waste and not in the household waste (grey or yellow garbage can, paper waste, bio garbage can or glass container).

Notice according to Verpackungsgesetz (VerpackG)

Filling materials containing hazardous substances must not be disposed of in household waste. The Buyer has the option of returning the corresponding used items to us or having them disposed of free of charge at the Buyer's local/regional recycling centre. Hazardous filling materials include, e. g., various oils, liquid fuels, toxic mixtures and MDI-containing construction foams.

