



General terms and conditions with customer information

Table of contents

- 1 Scope, contractual partner and Definitions
- 0 Conclusion of contract and contract language
- 3 Withdrawal
- 4 Terms of delivery and transport damage
- 5 Prices, shipping costs and terms of payment
- 5.10 Liability for defects
- 7 Liability for damages
- 8 Force majeure
- 9 Ownership
- 10 Processing of goods according to buyer-specific specifications
- 11 Alternative Dispute Resolution
- 12 Final provisions

1. Scope, contractual partner and Definitions

- 1.1. The following General Terms and Conditions apply to all business relations between LineaMare - maritime design objects, Johannes Volckmann, Erlenweg 1, 76337 Waldbronn, Tel.: +49 (0)151 - 50400700, E-Mail: info@lineamare.de, Internet: <http://www.lineamare.de> (hereinafter referred to as "**Seller**") and our customers (hereinafter referred to as "**Buyer**", collectively also referred to as "**Parties**").
- 1.2. These General Terms and Conditions apply to both consumers and entrepreneurs, unless a differentiation is made in the respective clause. According to § 13 BGB (German Civil Code), a consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity. According to § 14 BGB (German Civil Code), an entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.
- 1.3. The Seller's General Terms and Conditions apply exclusively. If the buyer uses conflicting or supplementary general terms and conditions, their validity is hereby contradicted; they only become part of the contract if the seller has expressly consented to this.
- 1.4. These General Terms and Conditions apply to contracts for the sale and/or delivery of movable goods (hereinafter referred to as "**goods**"), regardless of whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB - German Civil Code).
- 1.5. If the Buyer is an entrepreneur, the following applies: Unless otherwise agreed between the parties, these General Terms and Conditions shall also apply to the Buyer in the version valid at the time of the Buyer's order or in any case in the version last communicated to him in text form as a framework agreement for similar future contracts, without the Seller having to refer to them again in each individual case.



2. Conclusion of contract and contract language

- 2.1. The seller's offers are subject to change and non-binding. The seller reserves the right of ownership and copyright to his offers and/or other documents. Before passing on the offers and/or other documents to third parties, the buyer requires the express written consent of the seller.
- 2.2. The order of the goods is considered a binding contract offer. Unless otherwise stated in the order, the Seller is entitled to accept the Buyer's contract offer within seven (7) days of receipt by the Seller.
- 2.3. Acceptance shall be made either:
 - by the seller sending the buyer a declaration of acceptance (e.g. by order confirmation) in written or text form (e.g. by letter or e-mail), whereby the receipt of the declaration of acceptance by the buyer is decisive in this respect, or
 - by delivering the ordered goods to the buyer, whereby the receipt of the goods by the customer is decisive in this respect, or
 - by the Seller requesting payment from the Buyer after placing his order.

If several of the aforementioned alternatives exist, the contract is concluded at the time when one of the aforementioned alternatives first occurs. The period for acceptance of the offer begins on the day after the sending of the offer by the buyer. The period ends with the expiry of the seventh day following the dispatch of the offer. If the Seller does not accept the Buyer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the Buyer is no longer bound by his declaration of intent.
- 2.4. The contract is concluded in German or English.
- 2.5. The following applies to buyers who are entrepreneurs: If the parties have agreed on special conditions, these generally do not apply to simultaneous and future contractual relationships with the buyer.

3. Withdrawal

- 3.1. As a consumer, the buyer is entitled to a fourteen-day right of withdrawal in accordance with the statutory provisions.
- 3.2. The right of withdrawal does not apply to consumers who are not members of a member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address at the time of conclusion of the contract are outside the European Union.
- 3.3. Further information on the right of withdrawal can be found in the seller's cancellation policy.

4. Terms of delivery and transport damage

- 4.1. The delivery of goods takes place by dispatch within the delivery area specified by the seller to the delivery address specified by the buyer, unless otherwise agreed between the parties. The delivery address of the buyer specified during the order is decisive.
- 4.2. In the case of delivery of the goods by forwarding agent, the delivery is **made "free curbside"**. In this case, the goods will be delivered to the nearest public curb of the specified delivery address. This only applies unless otherwise agreed between the parties.



- 4.3. If the buyer is an entrepreneur, the following applies: The seller is permitted to make partial deliveries insofar as this is reasonable for the buyer. In the case of reasonable partial deliveries, the seller is also entitled to issue partial invoices.
- 4.4. If the delivery of the goods fails for reasons for which the buyer is responsible, the buyer is obliged to bear the reasonable costs incurred by the seller as a result. This does not apply to the costs of delivery if the buyer as a consumer effectively exercises his right of withdrawal. In the event of the effective exercise of the right of revocation by the buyer, the provision made in the seller's cancellation policy shall apply to return costs.
- 4.5. If the buyer is an entrepreneur, the risk of accidental loss and accidental deterioration of the sold goods shall pass to the buyer upon delivery of the goods to the forwarder, the carrier or the person or institution otherwise designated to carry out the shipment. This also applies if the seller bears the costs of transport. Transport insurance is only provided on special request and for the account of the buyer. If the buyer acts as a consumer, the risk of accidental loss and accidental deterioration of the sold goods shall in principle only pass to the buyer or a person entitled to receive the goods upon handover of the goods. By way of derogation, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the Buyer even in the case of consumers as soon as the Seller has delivered the item to the freight forwarder, the carrier or the person or institution otherwise designated to carry out the shipment, if the Buyer commissions the freight forwarder, the carrier or the person or institution otherwise designated to carry out the shipment with the execution and the Seller commissions the Buyer has not previously named this person or institution.
- 4.6. If the seller is unable to meet binding delivery deadlines for reasons for which he is not responsible (unavailability of the goods), the seller will inform the buyer immediately and at the same time inform the buyer of the expected new delivery period. If the goods are not available within the new delivery period despite all reasonable efforts of the seller, the seller is entitled to withdraw from the contract in whole or in part; the Seller shall immediately reimburse any consideration already provided by the Buyer. In particular, the incomplete or proper self-supply by the Seller's suppliers shall be deemed to be the unavailability of the goods, provided that the Seller has concluded a congruent hedging transaction and neither the Seller nor its suppliers are at fault.
- 4.7. If the buyer is a consumer, in the case of delivered goods with obvious transport damage, he is asked to complain about this defect as soon as possible to the deliverer and to contact the seller immediately. The failure to make a complaint or contact has no consequences for the legal claims and their enforcement, in particular for the warranty rights of the buyer.
- 4.8. In principle, the buyer has the option of picking up the goods from the seller. In the case of self-collection, the seller first informs the buyer in text form (by e-mail) that the goods are ready for collection. The buyer can pick up the goods at the seller's place of business after notification of readiness for collection and appointment. In the case of self-collection of the goods by the buyer, no shipping costs will be charged.
- 4.9. The seller does not deliver to pick-up stations.

5. Prices, shipping costs and terms of payment

- 5.1. Unless otherwise stated in the seller's article or service description, the purchase price is binding.
 - 5.1.1. If the buyer is a consumer, the prices quoted are in EURO and are total prices including the statutory value added tax applicable on the day of invoicing and, if applicable, plus any delivery and shipping costs incurred. The amount of any delivery and shipping costs



incurred will be stated separately in the respective article or service description in the seller's offer.

- 5.1.2. If the buyer is an entrepreneur, the prices quoted are in EURO and are net prices plus the statutory value added tax applicable on the day of invoicing and, if applicable, plus any delivery and shipping costs incurred. The amount of any delivery and shipping costs incurred will be stated separately in the respective article or service description in the offer.
- 5.2. If the transport company returns the shipped goods to the seller because delivery to the buyer was not possible, the buyer shall bear the costs of the unsuccessful shipment. This does not apply if the buyer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered unless the seller had announced the service to him a reasonable time in advance. Furthermore, this does not apply regarding the costs for sending if the buyer effectively exercises his right of withdrawal. For the return costs, if the right of revocation is effectively exercised by the buyer, the provision made in the seller's cancellation policy shall apply in this regard.
- 5.3. If the Buyer is an entrepreneur, the following applies: If the Buyer's order is made by partial deliveries in accordance with Section 4.3., the Buyer shall only incur shipping costs for the first partial delivery. If the partial deliveries are made at the request of the buyer, the seller shall charge shipping costs for each partial delivery.
- 5.4. If a delivery is made to countries outside the European Union, further costs may be incurred in individual cases. These costs shall be borne by the buyer if the seller is not responsible for them. These costs may include taxes, customs duties and other public charges as well as costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees). If necessary, some of the aforementioned costs may also arise for deliveries to countries within the European Union if the buyer makes the payment from a country outside the European Union.
- 5.5. The buyer can pay the purchase price with the payment method "**prepayment by bank transfer**". Payment is due immediately after conclusion of the contract, unless a later due date is agreed between the parties. The delivery of the goods takes place within the delivery time specified in the offer and after receipt of payment on the business account of the seller.
- 5.6. For buyers who are consumers, the statutory provisions on late payment apply. The seller reserves the right to assert further damage caused by default.
- 5.7. If the buyer is an entrepreneur, the following applies: Upon expiry of the above payment period, the buyer is in default. The outstanding remuneration shall bear interest during the delay at the applicable statutory default interest rate. The seller reserves the right to assert further damage caused by default (e.g. reasonable costs of the necessary legal defense, including all court and lawyer's fees, costs for dunning proceedings or collection). With regard to merchants, the seller's claim to the commercial maturity interest (§ 353 HGB) remains unaffected. In the case of overdue claims, incoming payments by the buyer will first be offset against any costs and interest and then against the oldest claim.
- 5.8. If the buyer is an entrepreneur, the following applies: The buyer is only entitled to set-off rights if his counterclaims have been legally established or are undisputedly linked to the main claim of the seller or recognized by the seller.
- 5.9. If the buyer is an entrepreneur, the following applies: A right of retention of the buyer is excluded, unless the counterclaim of the buyer originates from the same contractual relationship and is undisputed or legally established. To assert the right, a written notification to the seller is required.



- 5.10. If the buyer is an entrepreneur, the following applies: If it becomes apparent after conclusion of the contract (e.g. by application for the opening of insolvency proceedings) that the seller's claim to the remuneration is endangered by the buyer's inability to pay, the seller is entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (§ 321 BGB).

6. Liability for defects

- 6.1. Unless expressly agreed otherwise between the parties, the statutory right to liability for defects shall apply. By way of derogation, the following shall apply:
- 6.2. If the buyer is an entrepreneur, the following applies: In the case of new goods, the limitation period for claims for defects is one (1) year from the transfer of risk. The statutory limitation periods for the recourse claim according to § 445a BGB remain unaffected.
- 6.3. If the Buyer is an entrepreneur, the following applies: The Seller shall, at its discretion, initially provide the Buyer with warranty by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If a replacement delivery is made within the scope of liability for defects, the limitation period does not begin again.
- 6.4. If the buyer is an entrepreneur, the following applies: For the quality of the goods, only the seller's own article or service description and the manufacturer's information, which are included in the contract, apply; the seller assumes no liability for public statements of the manufacturer or other third parties (e.g. advertising statements).
- 6.5. If the buyer is an entrepreneur, the following applies: An insignificant defect does not give rise to any claims for defects and does not entitle the buyer to refuse to accept the goods. Should a part of the goods have a not insignificant defect, this does not entitle the customer to complain about the entire delivery. This does not apply in the event that the partial delivery is of no interest to the buyer. Furthermore, the seller is entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect. If goods are made available free of charge, the seller is only liable for defects if he is accused of intent or gross negligence.
- 6.6. If the buyer is an entrepreneur, the following applies: No defects within the meaning of these General Terms and Conditions exist if there are minor changes or deviations in quality, weight, size, thickness, width, equipment, patterning, colour tone (e.g. colour deviations in the nature of the material and for not quite exact correspondence with colour samples) etc. which are customary in the industry and trade standards and if these are taken into account the interests of the seller for the buyer are reasonable.
- 6.7. If the buyer is an entrepreneur, the following applies: Furthermore, claims for defects do not arise in the event of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent treatment, excessive stress, unsuitable operating resources or that arise due to special external influences (e.g. lack of protection against weather and environmental influences such as storms, permanent solar radiation, salt water) that are not assumed under the contract. If improper changes or repair work are carried out by the buyer or by third parties, there are also no claims for defects for these and the resulting consequences, unless the buyer can prove that the fault complained of was not caused by these changes or repair work.
- 6.8. If the buyer is an entrepreneur, the following applies: If the supplementary performance has been affected by way of replacement delivery, the buyer is obliged to return the first delivered goods to the seller within 30 days. The return must contain the necessary information, such as the reason for the return, the buyer's name and the return number assigned for the defective goods, so that the seller can assign the returned goods. If an



assignment of the return shipment is not possible for reasons for which the buyer is responsible, there is no obligation on the part of the seller to accept returned goods and to repay the purchase price. In this case, the costs of re-dispatching the goods shall be borne by the buyer.

- 6.9. If the buyer is an entrepreneur, the following applies: If the seller delivers a defect-free item for the purpose of subsequent performance, the seller can claim compensation for use from the buyer in accordance with § 346 (1) BGB. Other statutory claims remain unaffected.
- 6.10. The above limitations and shortened deadlines do not apply to claims due to damage caused by the seller, his legal representatives or vicarious agents:
- in case of injury to life, body or health,
 - in the event of intentional or grossly negligent breach of duty as well as fraudulent concealment of a defect,
 - for goods which have been used for a building in accordance with their usual use and which have caused its defectiveness,
 - in the event of a breach of essential contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the buyer may regularly rely (cardinal obligations),
 - within the framework of a guarantee promise agreed separately between the parties,
 - insofar as the scope of application of the Product Liability Act is opened.
- 6.11. If the buyer acts as a merchant within the meaning of § 1 HGB (German Commercial Code), the obligation to inspect and give notice of defects regulated in §§ 377, 381 HGB shall apply. If a defect becomes apparent during delivery, inspection or at any later date, this must be reported to the seller immediately in writing. In any case, obvious defects must be reported in writing immediately upon delivery and defects not recognizable during the inspection within the same period from discovery. If the buyer fails to inspect and/or report defects, the goods shall be deemed to have been approved, unless it is a defect that was not recognizable during the inspection. This, in turn, does not apply if the seller has fraudulently concealed a defect.



7. Liability for damages

- 7.1. With regard to the services provided by the seller, the seller, its legal representatives and vicarious agents are liable without restriction
- in case of intent or gross negligence,
 - in the event of intentional or negligent injury to life, body or health,
 - in the case of guarantee promises, insofar as this is agreed between the parties,
 - insofar as the scope of application of the Product Liability Act has been opened.
- 7.2. In the event of a breach of essential contractual obligations, the Seller's liability for slight negligence shall be limited to the foreseeable, contractually typical damage, unless 77.1. Essential contractual obligations are those obligations that the contract imposes on the seller according to its content in order to achieve the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the buyer may regularly rely (so-called cardinal obligations).
- 7.3. In all other respects, liability on the part of the seller is excluded.
- 7.4. Please also note the further information in the operating instructions and the safety instructions that are attached to our goods. The current and valid safety instructions and operating instructions can be found on the Seller's website under the link <https://www.lineamare.de/imprint/advice/>.

8. Force majeure

If the buyer is an entrepreneur, the following paragraphs apply additionally: The seller is not liable in cases of force majeure. Cases of force majeure include all unforeseeable and unavoidable events as well as events that are beyond the control of the parties, even if they are foreseeable. In the event of force majeure events that affect the performance of the contract, the Seller is entitled to extend its delivery dates and periods depending on the scope and duration of the force majeure event and to withdraw in whole or in part in the event of longer-term delays, without any claims for damages being asserted against the Seller. For the period of justified extension of the delivery dates and periods, the seller is not in default. Any legal claims of the buyer remain unaffected.

9. Ownership

- 9.1. If the buyer is a consumer, the seller retains ownership of the delivered goods until full payment of the purchase price owed.
- 9.2. If the buyer is an entrepreneur, the seller reserves the title to the delivered goods until full settlement of all current and future claims from the purchase contract and an ongoing business relationship (secured claims). The buyer is entitled to resell the reserved goods in the ordinary course of business. All claims against third parties arising from the resale shall be assigned by the buyer - regardless of a combination or mixing of the reserved goods with new items - in advance to the seller in the amount of the respective invoice amount, including the statutory value added tax applicable on the day of invoicing. The buyer remains authorized to collect the claims even after the assignment. The seller's authority to collect the claims himself remains unaffected by this. The Seller shall not collect the claims as long as the Buyer meets its payment obligations to the Seller, is not in default and no application for the opening of insolvency proceedings has been filed.

10. Processing of goods according to buyer-specific specifications



- 10.1. If, in addition to the delivery of the goods, the processing of the goods is contractually agreed between the parties, the buyer is obliged to provide all content (texts, images, graphics, etc.) required for processing in the file formats, formatting, image and file sizes specified by the seller. The buyer also undertakes to grant the seller the necessary rights of use for this purpose. The buyer is responsible for the procurement and acquisition of rights to the content. Insofar as the buyer provides the seller with content, he assures that he is entitled to hand over and use the aforementioned content. In particular, the buyer is responsible for ensuring that no rights of third parties, in particular copyright, trademark and personality rights, are violated by the transfer and use of the contents.
- 10.2. Insofar as third parties can assert claims against the seller that arise in connection with a violation of their rights by the contractual use of the buyer's contents by the seller, the buyer is obliged to indemnify the seller and his employees or agents from the claims of third parties. § 254 BGB (contributory negligence) remains unaffected. The Buyer shall inform the Seller immediately if third parties assert claims against the Seller under the above indemnification obligation and, as far as possible under the circumstances of the individual case, give him the opportunity to defend himself against the asserted claim. The Buyer is obliged to inform the Seller immediately of all information available to him about the facts in question completely, truthfully and immediately in written or text form (by letter or e-mail). Any further claims of the seller remain unaffected. In addition, the Buyer undertakes to assume all legal costs incurred by the Seller in the context of claims by third parties, insofar as these are necessary and reasonable. This includes, in particular, all court and lawyer's fees in the statutory amount. A cost assumption does not apply if the buyer is not responsible for the infringement.
- 10.3. Insofar as the content or desired materials provided by the buyer violate applicable law, rights of third parties, morality, legal or official prohibitions, the seller may reject the corresponding processing orders, even after conclusion of the contract. A violation exists in particular if the buyer leaves anti-constitutional, racist, xenophobic, discriminatory, insulting, youth endangering and/or violence glorifying content.

11. Alternative Dispute Resolution

- 11.1. For buyers who are consumers, the following regulations apply. The EU Commission provides a platform for online dispute resolution on the Internet under the following link.: ec.europa.eu/consumers/odr. This platform serves as a point of contact for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.
- 11.2. The seller is not obliged and not willing to participate in a dispute resolution procedure before a consumer arbitration board/universal arbitration board.

12. Final provisions

- 12.1. If the buyer is an entrepreneur, the following applies: An assignment of claims from the contract concluded between the parties by the buyer, in particular an assignment of any claims for defects of the buyer, is excluded.
- 12.2. These General Terms and Conditions and the contractual relationship between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall apply only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.



- 12.3. Furthermore, this choice of law with regard to the statutory right of withdrawal does not apply to consumers who are not members of a member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address at the time of conclusion of the contract are outside the European Union.
- 12.4. If the buyer is a merchant within the meaning of the German Commercial Code, an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of the seller. In all cases, the seller is also entitled to bring an action at the place of performance of the performance obligation in accordance with these General Terms and Conditions or a priority individual agreement or at the general place of jurisdiction of the buyer. Overriding statutory provisions, in particular on exclusive competences, remain unaffected.

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