

Terms and Conditions HSB NORMALIEN online-shop

§1 Scope

The following General Terms and Conditions apply to all contracts which the HSB Normalien GmbH (here after HSB) completes in the online shop for HSB NORMALIEN. General business and payment of the buyer that are in consistent with these conditions are not binding on HSB, even if they are placed with a claim to exclusive validity of the order is based. Such delivery and payment terms are expressly rejected.

§ 2 Conclusion

The online shop for HSB NORMALIEN presented assortment of goods is subject to change and is intended solely as a non-binding invitation for the customer to order goods. Technical and other changes remain reserved within reasonable limits. For this range of products selected articles can be flagged in a cart and sent as an order to HSB. Before submitting the order, the customer can configure all the information (e.g. product name, quantity, name, address, payment and shipping costs) to examine and change them if necessary. It was only with "Send Order" clicking on the button are from the customer against HSB a binding offer to conclude a sales contract. The receipt of the order will be confirmed immediately by e-mail (order confirmation). This order confirmation is no acceptance of the offer. A sales contract comes about when the customer got an order confirmation via e-mail, an invoice will be attached.

§3 Price, shipping costs, delivery

All prices in shop are netprices without discounts, sales tax, packaging, insurance, customs duties and other charges. For calculation of the prices are each on the day of order confirmation current prices prevail.

From December 1st, 2022, a minimum order value of € 50 will apply to all orders. This also applies to flat steel orders. Shipping is free of charge for flat steel orders with an order value of €280.00 or more. HSB is free to choose the fastest and cheapest transport route at its own discretion.

§4 Delivery

All goods will be immediately, if available from stock and delivered only while supplies last. The indication of delivery times is not binding, unless there is a different written agreement. Delivery time begins with the dispatch of the confirmation of order.

Should an item not be available at short notice, the purchaser of the anticipated delivery time will be informed immediately by e-mail.

Delivery times are extended accordingly if the delay caused by force majeure or other unforeseeable and not by HSB-inflicted circumstances (eg natural disaster, strikes,

energy or raw material shortages, riots, embargoes, travel warning from the Foreign Office or the lack of incorrect or timely delivery by suppliers). These events complicate the delivery or make delivery impossible and it is the fault not only of temporary duration, HSB may withdraw all or part of the contract. The purchaser is exempt in this case from its counterpart liability. For any delay or failure due to these events is not liable HSB. HSB shall inform the customer about the occurrence of such events. Any payments already provided will be promptly refunded. The legal rights of the customer remain unaffected.

The delivery delay is based on one of HSB, HSB fault, liable for damages which have arisen due to these delayed deliveries, up to the amount of the value of this delivery. The assertion of further delay damages is excluded.

§5 Payment, Default

Payment for the goods ordered is made on account or by cash.

The buyer is obliged to pay the invoice within 30 days of receipt of goods. This also applies to part performance.

In the case of transfer of the purchase price within 14 days of receipt of the invoice the customer may bring a 2% discount on the invoiced amount deducted. In the case of cash on delivery order no discount is granted.

If the buyer defaults, HSB is entitled to charge interest at the statutory level, overdue fines and conduct other due to late payment resulting in delay damages bill.

If payment is delayed HSB is entitled to send follow-up orders at the expense of the purchaser on delivery.

§6 Retention of title

The delivered goods remain the property of HSB, until all current claims against the buyer are met- and the future, they are consistent with the objects supplied in the connection.

The buyer is entitled to, owned by HSB delivery items (goods) to resell in the ordinary course of business, but not to pledge or provide security to pledge or otherwise dispose of the goods delivered.

In the event of resale, the purchaser hereby assigns all claims arising from such resale to HSB, and in fact irrespective of whether the goods are resold before or after processing or whether it is connected with real property or tangible personal property or not. If the goods after processing or together with other goods not HSB are resold, or is it connected with real property or tangible personal property, the claim of the buyer applies to his customers in height between the buyer and HSB agreed delivery price for the subject merchandise as assigned.

To collect this claim even after the customer has authorized the transfer. The power of HSB to collect the claim ourselves shall remain unaffected however, HSB is

committed not to do so as long as the customer meets his payment obligations. If the ordering of the authority to collect use, so is the HSB confiscated proceeds amounting to between the purchaser of the HSB and the delivery price agreed for the conditional goods.

Processing or transformation of the goods made for HSB as a manufacturer pursuant to § 950BGB, without obligation to HSB. If the goods with other goods, shall acquire the ownership of the new HSB in the ratio of market value of the goods to the value of the other processed items at the time of processing. The purchaser shall store the new object with the due diligence for free HSB.

HSB duty bound to release at the request of the HSB the securities due to the extent that their realizable value exceeds the secured claims by more than 25%.

§ 7 Off, retention

A right to offset the buyer only if his counter claims are legally established or not disputed by HSB. He is also the right of retention only in so far as his counterclaim is based on the same contractual relationship.

§8 Guarantee

The justified from a lack of the delivery item claims against HSB are governed by the law. All are available in the online shop for HSB NORMALIEN made details such as dimensions, weight, material usage and material handling information, illustrations and descriptions subject to change due to technic all reasons and error the exclusion of any indemnity. This information will in all cases as warranted characteristics of the products. For custom-HSB reserves the right to a difference of +/- 10% of the quantity ordered.

Immediately after delivery, the purchaser must inspect the goods for defects. Seen here or at a later time, a defect, the purchaser must promptly notify this HSB. The notice must describe as precisely as possible the perceived shortage. If the purchaser fails to display, then the product is with respect to these shortcomings, as approved (§ 377), unless deliberately concealed defects would HSB. The display is also necessary if erroneously other than the agreed goods or is delivered but one small quantities of HSB.

A defect in the goods are not damages based on faulty installation by the customer or third party, faulty or negligent handling, unsuitable or improper use, improper equipment, chemical, electrochemical or electrical influences, weather or other natural influences or natural wear.

§9 Damages, Limitation of Liability

HSB is not liable in cases of intent or gross negligence in accordance with statutory provisions. HSB is only liable for ordinary negligence under the provisions of the

Product Liability Act, because of the loss of life, limb or health or for breach of contract. The claim for damages for the negligent breach of essential contractual obligations is limited to typical and foreseeable damages-is not as far as liability for injuries to life, limb or health.

The above exclusions and limitations apply in favor of employees, agents and other third parties whose services HSB to fulfill the contract.

§ 10 Storage of data, privacy

HSB collects and stores the data necessary for the transaction of the customer. During the processing of personal data of the customer HSB observed the law.

All data will be kept strictly confidential. A transfer of data to third parties only where this is absolutely necessary for contract execution. Details are provided in the HSB data protection declaration, which can be accessed here.

§11 Applicable law, jurisdiction and final provisions

These terms and conditions and all legal relations shall be the law of the Federal Republic of Germany excluding the UN sales law.

For all of the contractual relationship and the relationship of the head office of HSB disputes arising shall be the court date.

Fulfillment for all liabilities arising from the defer is the headquarters of HSB.

The contract between the buyer and HSB contract contains all of the parties on the contract agreements. Verbal agreements do not exist. Changes must be in writing and must be signed by an officer of HSB.

§ 12 Identification, address for

The address and the address of HSB for complaints and other declarations of intention is:

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