



I. General Terms & Conditions of HT CONNECT GmbH & Co. KG for business customers

§ 1 Area of application and provider

(1) These terms and conditions only apply if the client is a business or self-employed person according to § 14 BGB.

(2) These terms and conditions apply to all orders and contracts concluded with us as a supplier (HT CONNECT GmbH & Co. KG) on the website www.pvc-welt.de.

Our deliveries and services are performed exclusively in accordance with the following general terms and conditions. They also apply to all future business relationships, even if not expressly agreed again. They also apply if they are opposed to the conditions of the buyer, conditions which we hereby expressly reject. Our conditions of sale apply without reservation even if the delivery is made to the buyer in the knowledge that the conditions of the buyer contradict or deviate from our conditions of sale.

§ 2 Concluding the agreement

(1) The object of the agreement is the sale of goods. Our offers on the Internet are non-binding and are not a binding offer for concluding an agreement.

(2) You can receive a binding purchase offer (order) via the online shopping cart system.

The goods to be purchased will be placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button on the toolbar and make changes there at any time. After calling up the "Checkout" page and entering the personal data as well as the payment and shipping terms, all of the order data are displayed again on the order overview page.

Prior to sending the order, you have the option to check all of the information again, to make changes (via the "back" function in the Internet browser) or to stop and cancel the purchase. By sending the order via the "Buy now" button, you enter into a binding offer with us. You will then receive an automated email about your order placement, which does not yet lead to the conclusion of the agreement.

(3) The acceptance of the offer (and thus concluding the agreement) takes place at the moment of invoicing or shipping of the goods. This is usually done within the specified processing and delivery times. If you do not receive a message, you are no longer bound to your order. Payments already made in this case will be reimbursed immediately.

In case of advance invoicing (only for business customers) we adhere to the price indicated on the invoice for a maximum of 7 days. In case of late payment, we reserve the right to adjust the price.

(4) The processing of the order and transfer of all of the information needed in connection with concluding the agreement occurs via email, in part automatically. Therefore, please ensure that the email address provided is correct, receipt of emails is technically enabled and, in particular, not blocked by a SPAM filter.

§ 3 Retention of title

(1) The user can only exercise a right of retention as far as it concerns claims from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

(3a) We retain title to the goods and services until all claims arising from the current business relationship have been settled in full. Prior to transfer of ownership of the reserved goods, pledging, resale, rental, gifting or transfer by way of security is not permitted and may not be given to third parties for repair.

b) The user may resell the goods in the ordinary course of business. In this case, the user hereby assigns to HT CONNECT, which accepts the assignment, all claims in the amount of the invoice amount accruing to him from the resale. The user is further authorized to collect the claim. If the user does not properly meet his payment obligations, we reserve the right, however, to collect the claim itself.

c) If the reserved goods are combined and mixed, we acquire co-ownership of the new object in the ratio of the invoice value of the reserved goods to the other processed objects at the time of processing.

d) We undertake to release the securities to which it is entitled at the user's request to the extent that the realisable value of the securities exceeds the claim to be secured by more than 10%. The choice of the securities to be released is incumbent on us.

§ 4 Warranty

(1) The customer must examine the delivered goods immediately upon receipt, in accordance with the due diligence and prudence of a business person. Transport damages in case of deliveries by carrier must be immediately reported to the carrier and noted on the delivery note. Subsequent claims attributable to transport damage cannot be accepted and recognized.

(2a) Only the information provided by us and the product descriptions of any other manufacturer shall be deemed agreed as the quality of the goods, but not other advertising, public praise or statements by the manufacturer.

b) You are obliged to inspect the goods immediately and with due care for deviations in quality and quantity and to notify us of obvious defects within 7 (seven) days of receipt of the goods in text form (e.g. e-mail); timely dispatch is sufficient to meet the deadline. This shall also apply to hidden defects discovered at a later date. The assertion of warranty claims is excluded in the event of violation of the obligation to inspect and give notice of defects.

c) In the event of defects, we shall, at our discretion, provide warranty by repair or replacement. If the remedy of the defect fails, the user may, at his discretion, demand a reduction or withdraw from the contract. The remedy of the defect shall be deemed to have failed after a second unsuccessful attempt, unless something else results, in particular, from the nature of the item or defect or other circumstances. In the event of rectification, we do not have to bear the increased costs arising from the transport of the goods to a location other than the place of performance, provided that the transport does not correspond to the intended use of the goods. Claims for reimbursement of costs pursuant to § 429 (3) BGB are expressly excluded.

d) The warranty period shall be one year from delivery of the goods. The shortened warranty period shall not apply to culpably caused damages attributable to us arising from injury to life, limb or health and to damages or malice caused by gross negligence or willful intent, as well as to recourse claims pursuant to §§ 478, 479 BGB (German Civil Code).

§ 5 Passing of the risk, acceptance refusal, products to be returned by the buyers, failed pick-up from collection center and no presence in case of oversized shipments

With the transfer of the order to the transport company, the transport risk passes by law to the recipient. There is no right to a replacement or refund of the purchase price to the seller. The seller may assert the buyer's damage against the transport undertaking. The buyer can then ask the seller for the assignment of damages.

Shipping costs will not be refunded in case of refusal of acceptance, since it is a violation of section §433 (2) of the German civil code *"...the buyer is required to pay the purchase price agreed to the seller and to accept the purchased item..."*. In case of refusal to accept the goods or an early return, the buyer does not accept the item and is responsible for the costs incurred.

The return shipment within Germany will be paid by the buyer and will be € 8.00 net.

The return shipment from Austria will be paid by the buyer and will be minimum € 8.00 net per package and will depend on the volume and weight.

The return shipment of oversized goods (oversize, pallets or carrier deliveries) within Germany will be paid by the buyer and will be 95,00€ net.

The return shipment of oversized goods (oversize, pallets or carrier deliveries) from Austria will be paid by the buyer and will be minimum 95,00€ net and will depend on the volume and weight.

If the courier does not find the buyer or the recipient at the specified delivery address, the delivery can be deposited in a GLS collection center to be picked up. The package will be left in the warehouse for a max. 5 (five) working days. At the time of shipment of the package, the buyer will receive a confirmation of shipment by e-mail to the address and stored e-mail where the ID of the package will be indicated. In this way, the buyer can see what state his delivery is in or where his delivery is. The package will be returned to us after 5 (five) working days. Shipping costs will not be refunded or deducted in the case of free delivery, currently € 4.12 net - abroad in accordance with the indicated shipping costs. The buyer will be charged for the return shipment of the goods.

If the carrier does not meet you on the agreed date, there will be no automatic further delivery. A new delivery is associated with additional costs, which we charge in advance of a further delivery to you. These costs depend on the shipping company and cannot be given as a flat rate. If the buyer refuses the additional costs for the new delivery or if the buyer is not reachable within 2 working days from the first delivery attempt (at the e-mail address of the customer account), the goods will be returned.

Actual costs incurred for delivery via forwarder (long goods, pallet goods or/and bulky goods) will be invoiced directly to the buyer. A storage of the goods at the forwarder is not possible.

The deliveries of heavy or oversized goods through carrier are CPT Incoterms 2020 free to kerbside. In case of long goods or large reels, help is necessary during unloading or side unloading with customer's forklift or similar.

In case of carrier oversized deliveries, the delivery address is usually clarified in advance by telephone or email by our specialized staff. This service is free for the buyer.

A change of the delivery address is only possible if the chosen payment method is "wire transfer".

The transport order issued by us to the executing shipping company cannot be changed by the customer after the order has been shipped.

By changing the delivery address at a later time, the customer places a new order with the shipping company. Any additional costs are entirely borne by the customer or recipient.

§ 6 Invoice dispatch

The invoice will be sent electronically in PDF-format only to the saved email address or, if the customer decides to enter it, to the specific address saved in the "Invoice e-mail address" field.

If the customer wishes a hard-copy printed invoice, this must be communicated during the check out process by selecting the option "Enclose a hard-copy printed invoice".

§ 7 Tax-free intra-community shipments

If you have the right to deduct the tax for intra-community sales, you must fill in the "Company" and "VAT number" fields. By correctly entering the valid VAT number, the order will be recognized as a tax-free intra-community one. The information "Company name" and "Address" must comply with the data filed and saved by the competent authorities. This information will be checked each time and for each order. If the data provided is not correct, the order cannot be shipped tax free.

A subsequent modification of the invoice due to a failure to enter the VAT number cannot be made.

§ 8 Liability

(1) We are liable without limitation for damages resulting from injury to life, limb or health. Furthermore, we shall be liable without limitation in all cases of intent and gross negligence, fraudulent concealment of a defect, assumption of warranty for the quality of the subject matter of the contract and in all other cases regulated by law.

(2) Liability for defects within the scope of the statutory warranty shall be governed by the corresponding provision in Section II and Section I.

(3) If essential contractual obligations are affected, the liability of HT CONNECT in case of slight negligence is limited to the foreseeable damage typical for the contract. Essential contractual obligations are essential obligations which result from the nature of the contract and the breach of which would endanger the achievement of the purpose of the contract as well as obligations which the contract imposes on HT CONNECT according to its content for the achievement of the purpose of the contract, the fulfilment of which makes the proper execution of the contract possible in the first place and the observance of which the user may regularly rely on.

(4) In the event of a breach of insignificant contractual obligations, liability for slightly negligent breaches of duty shall be excluded.

(5) At present, data communication via the Internet cannot be guaranteed at any time and / or without errors. Therefore we are not responsible for the permanent availability or any interruption of availability of the website and the services offered there.

§ 9 Choice of law, place of performance and place of jurisdiction

(1) German law shall apply. For consumers, this law is valid only if the protection granted is not subtracted from the binding provisions of the law of the consumer's habitual residence status (principle of prevalence of the most favorable rule).

(2) Place of performance for all services arising from the business relations existing with HT CONNECT and place of jurisdiction is the registered office of HT CONNECT, insofar as the user is a merchant, legal entity under public law or special fund under public law. The same applies if the user does not have a general place of jurisdiction in Germany or if the place of residence or usual abode is not known at the time the action is filed.

(3) The provisions of the Convention on the international sale of goods are expressly not applicable.

II. Customer information

1. Identity of the seller

HT CONNECT GmbH & Co. KG
Norisstraße 4
91257 Pegnitz
Germany
Phone: +49 9241 9109100
E-Mail: info@ht-connect.de

2. Information relating to the formulation of the contract

The technical phases of the stipulation of the contract, the stipulation itself and the possibility of correction take place in accordance with section § 2 of our General Conditions (Section I).

3. Contract language, saving the contractual text

3.1. The contractual language is German.

3.2. The complete contractual text is not kept with us. Before sending the order through the online shopping cart, the contractual data can be printed using the browser's print function or saved electronically. After receipt of the order from us, the order data, the information required by law for distance selling contracts and the general business conditions are sent back to you via email.

3.3. For requests for quotes outside the online shopping cart system, you will receive all the contract data together with a binding offer by e-mail, which you can print or save electronically.

4. Main characteristics of the goods or service

The fundamental characteristics of the goods and/or services are found in the description of the article and in the supplementary indications on our website.

5. Prices and payment methods

5.1. The prices shown in the respective offers, as well as the shipping costs, represent total prices. They contain all the components of the price, including all taxes.

5.2. The shipping costs accrued are not included in the purchase price and can be called up using a special button on our website, or on the respective page of the article, they are reported separately during the processing of the order and are at your expense, except in cases where delivery is guaranteed without shipping costs.

5.3. The payment methods made available to you are specified on a specific page of our website or in the respective description of the article.

5.4. Unless otherwise specified for individual payment methods, the payment rights resulting from the stipulated contract expire immediately.

6. Terms of delivery

6.1. The delivery conditions, the delivery date and any existing delivery limitations can be found on our website in the dedicated section or in the corresponding item description.

6.2. Delivery and shipping are at your own risk.

7. Legal warranty claim for defects

7.1. Liability for defects in our products is based on the "Warranty" section in our General Conditions (Section I).