



General contract, service, and delivery terms and conditions (GTC)

– Version 1.1 from 11/10/2021 –

I. Scope

The following general contract, service, and delivery terms and conditions (hereinafter referred to as GTC) shall apply to the entire business relationship of the company Anna Sochor Polishing and Welding, represented by the owner Anna Sochor and the Managing Director Günther Sochor (hereinafter referred to as Sochor company) and their customers (consumers and businesses), even if no further reference is made to them later during business activities.

Deviating, conflicting, or supplementary terms and conditions shall not become part of the contract even if they are known to the Sochor company, unless the Sochor company has expressly agreed to their validity in writing.

A consumer is any natural person who concludes a legal transaction for purposes that predominantly can neither be attributed to their commercial nor their self-employed professional activity, § 13 German Civil Code.

A business is any natural or legal person or partnership with legal capacity who, in the course of entering into a legal transaction, is in the exercise of its commercial or self-employed professional activity, § 14 German Civil Code.

In the following, all workpieces to be processed by the Sochor company within the scope of the respective legal transaction are also referred to as goods or items.

II. Right of Withdrawal for consumers

Consumers are entitled to a right of withdrawal in certain legally regulated cases. In this case, the Sochor company shall inform the consumer accordingly.

III. General contract, service, and delivery terms and conditions

1. Conclusion of contract

- 1.1. Customer orders from the Sochor company are merely an offer to the Sochor company to conclude a contract. The order confirmation is not an acceptance of the contract by the Sochor company.
- 1.2. Offers of the Sochor company are generally non-binding.
- 1.3. The acceptance is made by the Sochor company with a separate order confirmation or with the beginning of the contractually agreed activities. The goods receipt of the workpiece to be processed or its storage until the start of the contractually agreed activities at the Sochor company do not count as acceptance.

2. Delivery and transfer of risk

- 2.1. The customer is solely responsible for delivery and collection of the workpieces.
- 2.2. Optionally, the Sochor company organizes on behalf of the customer the transport of the workpieces via a logistics partner from or to the customer or from or to an address specified by the customer. Any liability for damage or loss of goods in transit and for any consequential damage is excluded. In order to reduce risks for the customer, the Sochor company unasked concludes a transport insurance when commissioning the logistics partner. The costs for the transport insurance are charged to the customer. If the customer has named the value of

the goods to be insured, a transport insurance is taken out at least to the appropriate amount. If the customer has not explicitly named the value of the goods, only the standard insurance package of the respective logistics partner is used.

- 2.3. When goods are delivered to the production site of the Sochor company, the risk passes to the Sochor company upon handing over of the goods by the freight forwarder or, in case of delivery of the goods by the customer, upon handing over of the goods by the customer to the Sochor company.
- 2.4. When picking up workpieces from the production site of the Sochor company by the customer or a logistics partner commissioned by the customer, the risk is transferred to the customer at readiness for shipment.
- 2.5. When the workpieces are shipped from the Sochor companies' production site through a logistics partner commissioned by the Sochor company on behalf of the customer, the risk passes to the customer when the goods are handed over to the logistics partner.

3. Costs

- 3.1. If the estimated price of the services is not specified at the time of conclusion of the contract, the customer can set cost limits.
- 3.2. Binding estimates are only made upon express request by the customer.
- 3.3. A cost estimate requested by the contracting party is only binding if it has been submitted in writing by the Sochor company and declared as binding. For the services required for the submission of the cost estimate, the contracting party will be charged, as far as the services are not performed or they cannot be used in the performance of the services.
- 3.4. If, during the performance, the expected costs of the service exceed the non-binding estimated costs and are not in an economically justifiable relation to the order value, the Sochor company shall inform the contractual partner without delay. The same applies to performance-impairing circumstances (for example, relevant material defects, milling marks, damage), which the Sochor company determines only at the beginning of the service, and which were not previously covered by the scope of the order.
- 3.5. The workpiece shall be returned to its original state after a cancellation of the service for which the Sochor company is not responsible, only at the express request of the contracting party and against reimbursement of the resulting costs, and only if this is technically possible at all.

4. Cooperation obligations

- 4.1. The customer shall provide for reasonable working conditions and safety at the place of performance, provided that the latter takes place in his place of business.
- 4.2. The customer is obliged to provide the required energy, including the necessary connections, at his expense, provided that the service is rendered at his place of business.
- 4.3. The statutory rights and claims of the customer remain furthermore unaffected.

5. Deadline for the execution of the service



- 5.1. The information provided by the Sochor company about deadlines is based on estimates and not binding.
- 5.2. In cases of unpredictable operational disabilities (such as work stoppages, procurement difficulties with consumables and supplies, delays in delivery or performance by suppliers) as well as in the case of official intervention, force majeure, and labor disputes, binding deadlines will be extended accordingly.
- 5.3. Claims for damages of the customer due to delay in performance are excluded unless the delay in performance is attributable to the Sochor company in consequence of intent or gross negligence.
6. **Acceptance of the service, takeover by the customer**
- 6.1. The customer is obliged to acceptance as soon as the completion has been indicated to him. Due to material defects of the workpieces or insignificant defects acceptance cannot be refused. Insignificant deficiencies also include slight variances in the degree of gloss or roughness of the treated surfaces, which are not completely avoidable due to the manual craftsmanship.
- 6.2. If the customer is in default of acceptance, acceptance shall be deemed to have taken place at the end of twelve working days from notification of completion. If the customer has taken the item in use or further processing without acceptance, the acceptance shall be deemed to have taken place after expiry of six working days after commencement of use. Reservations due to identifiable defects must be asserted in writing by the customer in these cases no later than the aforementioned times.
7. **Price and terms of payment**
- 7.1. All prices are in Euro incl. separately reported VAT.
- 7.2. Payments are due within 14 days and without deduction after acceptance of the item and receipt of the invoice unless different payment terms have been agreed upon or have been printed on the invoice.
- 7.3. The Sochor company may demand a reasonable advance payment when placing the order.
- 7.4. When calculating the service, the prices for materials used, supplies, and special services as well as the prices for the work performance and the travel and transport costs incurred shall be included. Travel and transport costs shall be listed separately. If the service is carried out based on a binding cost estimate, it is sufficient to refer to the cost estimate, with only deviations in the scope of service being specified.
- 7.5. The customer has the right to offset only if his counterclaims have been legally established or recognized by the Sochor company. The customer can exercise a right of retention only if his counterclaim is based on the same contractual relationship.
8. **Extended lien**
The Sochor company is entitled to a lien on the customers goods that have come into their possession based on the contract. The lien can also be asserted for claims arising from previously performed work, deliveries, and other services insofar as they are related to the subject of the contract. For other claims arising from the business relationship, the lien shall only apply insofar as these claims are undisputed or legally established.
9. **Termination**
If the customer terminates the contract, he shall pay for the work and costs incurred up to that time, including expenses for ordered and already procured materials, consumables, and supplies.

10. **Warranty**
- 10.1. Legal warranty rights apply. The rights arising from any warranty are not excluded or limited by these terms and conditions.
- 10.2. The customer shall notify the Sochor company immediately in case of a defect of performance. If the customer executes repairs or rectifications or has them executed by a third party without the consent of the Sochor company, any liability of the Sochor company for this work is void. The same applies if rectification is omitted at the request of the customer.
- 10.3. If the customer is a business, the Sochor company decides on the type of supplementary performance and it additionally applies § 377 German Commercial Code; in the case of repair, the cost of removing the defective item and the cost of installing the repaired item are not covered by the supplementary performance claim.
- 10.4. Warranty claims of a customer who is a business become statute-barred one year after delivery.
11. **Liability**
Customer damage claims are ruled out. This does not apply as far as the Sochor company according to mandatory statutory provisions (e.g. German Product Liability Act), in case of intent, gross negligence, because of injury to life, body, or health, or because of the violation of essential contractual obligations, i.e. obligations which the Sochor company has to grant to the customer according to the content and purpose of the contract or whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the customer regularly trusts and can trust, is liable. A claim for damages for a slightly negligent breach of essential contractual obligations is limited to the contract-typical, foreseeable damage.
12. **Jurisdiction, applicable law, place of fulfillment**
- 12.1. If the customer is a business, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is the court having jurisdiction for the seat of the Sochor company. The same applies if the customer does not have a general place of jurisdiction in Germany or if his domicile or habitual residence is not known at the time the complaint is filed. However, the Sochor company reserves the right to file a complaint at the customers registered office location if necessary.
- 12.2. The business relationship between the parties is governed exclusively by the law of the Federal Republic of Germany.
- 12.3. The place of fulfillment for all services is in principle the registered office of the Sochor company.
- IV. **Final provisions**
Existing GTC become invalid with the entry into force of a successor with a newer date or with a higher version number.

The Sochor company is neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

Should individual provisions be wholly or partially invalid or not implemented, the validity of the remaining terms and conditions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a legally permissible new agreement that most economically approximates the invalid or unenforceable provision.