

## **§1 Applicability**

(1) These General Terms and Conditions apply to all orders via the spot displayshop, the B2B Onlineshop of spot display GmbH, Wasserwerkstraße 101, 49086. The General Terms and Conditions of spot display GmbH apply to all other orders that are not received via the online shop (spot displayshop) and can be downloaded from <https://www.spot-display.com/gtc.html>.

(2) All goods and services in the spot displayshop are aimed exclusively at business customers in terms of § 14.

## **§2 Conclusion of contract**

(1) spot displayshop offers are non-binding and merely represent an invitation for the customer to submit a corresponding offer. The submission of an order by the customer online in the B2B shop constitutes a binding offer of contract by the customer. (§ 145 BGB). spot display GmbH is entitled to accept or to reject this offer of contract. The order confirmation sent by email does not mean a binding contract but only a customer information. spot display GmbH accepts the offer of contract by sending an order confirmation and a bill in writing or by e-mail.

(2) For products not available no purchase contract is concluded. You are entitled to reimbursement of your prepayment within the statutory period.

(3) These present General Terms and Conditions are applicable to all sales via spot displayshop. When placing any order in the spot displayshop the customer accepts these GTC.

(4) Any modification of the order requested by the buyer shall be subject to spot display GmbH agreement.

(5) Our offers are subject to change. Product descriptions in our offers and brochures are non-binding. The obligation to deliver shall only come about with our written order confirmation and bill and only on the scale confirmed therein.

(6) The customer agrees that images of the manufactured products may be used in our publications.

## **§3 Cancellation, generalised claim for remuneration**

(1) spot display GmbH may at its option allow you to cancel your purchase contract for a significant reason until completion of the commissioned work.

(2) In case of premature dismissal which is not accepted by us, you agree to pay spot display GmbH a fee of 10% of the net price for not yet performed work. The Customer has the opportunity to prove that no damage or impairment of value, or only minor damage or impairment than the fee has occurred. In that case only the proved damage will be charged.

## **§4 Delivery, Partial delivery, Delivery times, Storage**

(1) Any dates specified by spot displayshop for delivery are intended to be an estimate only. We shall not be liable for any delay in delivery. Our estimated delivery times shall start after receipt of your full payment and for custom printed displays after receipt of your full payment and your printable artwork.

(2) If punctual delivery is prevented by a shortage of raw materials, operational disruptions, industrial disputes, fire damage or due to other cases of force majeure, we shall be released from the obligation to deliver for the duration and to the extent of the hindrance and its consequences unless the hindrances are based on intent or gross negligence by our management or our senior executives. The withdrawal of the Customer from the contract or the assertion of claims for damages is excluded in the aforementioned cases. If delivery ultimately becomes impossible or unreasonable due to such circumstances, we and the Customer shall be entitled to withdraw from the contract in whole or in part.

(3) If appropriate parts of a customer's order have been completed, we shall be entitled to deliver the completed partial quantity to the Customer and charge the Customer after the partial delivery has taken place; the Customer shall be obliged to accept appropriate partial quantities.

## **§5 Dispatch, Transfer of risk, Euro pallets**

(1) Even if delivery is carriage paid, dispatch shall in each case be effected at the Customer's risk by rail or lorry at our discretion. The risk shall pass to our customers when the goods leave the factory premises. We shall dispatch and select the goods and choose the route and mode of transport as well as the appropriate packaging with the necessary care, but – apart from in cases of culpable or grossly negligent omissions - without accepting liability. We are not obliged to check the suitability of the haulage contractor, carrier or other persons in the event of self-collection. We are only obliged to take out transport insurance on the basis of a written agreement with the Customer. The Customer shall bear the costs. Should any claims due to transport damage or losses be asserted against us, their enforcement shall be contingent upon the Customer having arranged in good time for the proper damage and/or loss comments to be

entered on the delivery documents and recorded properly before paying the carriage charges and having notified the transport firm of the damage and/or losses within one week of receipt of the goods at the final destination or, in the case of non-receipt, after receipt of notification of readiness for dispatch, and having had the goods plus the packaging ready for our inspection. In the event of self-collection the risk shall pass to the Customer upon surrender of the sold item. If fast/express delivery or advance delivery of a partial consignment is requested by the Customer, the Customer shall bear the additional costs incurred.

(2) If self-collection has been agreed, the goods must be accepted in the factory within three days after notification of completion. Goods which have not been collected will be charged to the Customer at the latest by the seventh working day after the completion notification date. If acceptance does not take place on time after one reminder, in which an appropriate time limit for collection has been fixed at our discretion, without a prior enquiry, either the goods will be dispatched to the customer address known to us or the finished goods shall be stored at our premises against payment of the standard storage fees; in the two aforementioned cases we shall only be liable for the quality of the goods in the event of intent and gross negligence.

(3) If delivery takes place on returnable pallets and the pallets are not returned/replaced carriage paid within three weeks, we shall charge the Customer for the non-returned/non-replaced pallets at the respective going rate. Title to the pallets shall only pass to the Customer after payment of the purchase price.

## **§6 Warranty and other liability**

(1) We guarantee that our products are free from defects and are of the pledged quality. The guarantee of properties is subject to an express written declaration to that effect on our part which goes beyond the mere description of the properties of the goods. Our data on the object of delivery/performance in catalogues, brochures and price lists merely constitute descriptions, labels or guidelines. Warranty claims of merchants are contingent upon the merchants having examined and notified any defects properly according to section 2..

(2) Merchants must examine each delivery carefully and in full immediately after receipt. Any recognisable defects or deficiencies must be notified in writing within seven days after taking receipt of the goods, otherwise the goods shall be deemed to have been approved (section 377 of the German Commercial Code (HGB)). Should a defect become apparent at a later date which was not visible upon initial careful inspection, the Customer shall inform us thereof without delay. When giving notification of the defect the Customer shall describe the alleged defect in detail in writing and inform us how and under what circumstances this fault occurred.

(3) Negligible, minor deviations from the product descriptions or goods supplied earlier shall not be deemed defects, especially if the goods are within the tolerances of the test catalogue of the Association of the German Corrugated Cardboard Industry (Verband der Deutschen Wellpappenindustrie e.V.).

(4) In the event of justified notifications of defects we shall firstly accept responsibility, in that we are entitled to remedy defective goods at our discretion or supply a replacement.

(5) Any other claims of the Customer, on whatever legal grounds (especially claims for damages), are excluded. We shall not be liable for damage to legal assets other than the delivery item itself; especially not for lost profit or other pecuniary damage incurred by the Customer. If we have negligently breached a cardinal obligation or an essential contractual duty, the liability to pay damages shall be limited to the contractually typical, foreseeable damage. The liability exemptions/restrictions shall also apply to the liability of our salaried employees, workers, associates, representatives and vicarious agents.

## **§7 Conditions of payment, USt-IdNr., VAT ID Nr**

(1) The prices valid at the time of the confirmation of order / invoicing shall apply. In principle, all spot displayshop prices are incl. packaging and free delivery (shipping costs Standard) within Germany, excluding the isles. Delivery abroad will be charged separately. It can only be delivered to the countries to which shipping is available when the order is placed. All prices are net plus value added tax. When using expense clauses, unless otherwise specified in these GTSD, the terms and definitions of INCO TERMS 1990 shall apply.

(2) Die Zahlung erfolgt nach den, bei der Bestellung zur Verfügung stehenden Zahlungsarten.

(3) spot display GmbH shall be entitled to provide determined payment methods. Except in the event of provisions to the contrary included in the order accepted by spot display GmbH, the price shall be payable according to the following terms: „PayPal“ and „Paid in advance“.

(4) Customers with billing address abroad shall undertake to disclose their VAT ID No. to us without delay and in full, provided it has been allocated one. If the VAT ID No. is not disclosed to us in full or on time, no purchase contract shall be concluded. In the event of provisions to the contrary included in the order accepted by spot display GmbH we reserve the right to assert claims for damages irrespective of the tax laws in force at the time.

## **§8 Retention of title**

(1) The supplied goods and pallets shall remain our property (hereinafter referred to as “reserved goods”) until the delivery has been paid for in full and until all previous and future deliveries of goods within the business connection with the Customer, including any accessory claims, especially the respective balance claims, have been paid for. Cheques, bills and assignments shall only be accepted as conditional payment and shall only be deemed payment as long as they have been unconditionally cashed.

(2) If the reserved goods are processed or finished by the Customer to make a new product, the processing shall take place for us, but without us incurring any liability thereby. The acquisition of ownership by the Customer is excluded according to section 950 BGB. If the reserved goods are processed, combined or blended with other goods that do not belong to us or if the reserved goods are packed with our materials, we shall acquire joint title to the new item or the blended or packed item in proportion to the value of the goods supplied by us compared to the other goods at the time of processing, blending or packaging. The Customer shall be obliged to make available to us upon request without delay its calculation showing the value of the reserved goods in proportion to their final price vis-à-vis its client and surrender suitable proof (e.g. internal calculation documents; witnesses).

(3) The Customer shall hereby already assign to us its claims arising from the resale of the reserved goods – even if they are resold with other goods not belonging to us for an all-in price – to the sum of the value of our reserved goods minus a 20% security surcharge. The partial amount assigned to us according to these provisions shall rank before the non-assigned residual amount.

(4) The Customer shall only be entitled to resell the reserved goods within the scope of normal business dealings on condition that the Customer's claims arising from the resale or other use of the reserved goods pursuant to the aforementioned section (3) are transferred to us. The Customer shall not be entitled to otherwise dispose of the reserved goods, especially to pledge, assign them as security or subrogate them within the scope of factoring contracts. If the reserved goods or the claim assigned pursuant to section (3) is seized by a third party or another intervention takes place that places our rights or disposal options at risk, the Customer shall inform us without delay.

(5) Subject to revocation the Customer shall be entitled to collect the claims assigned to us arising from the resale or other utilisation on our account on a fiducial basis. Payments on the assigned claims shall be held in safe custody for us separately upon receipt and only used to cover our claims. Upon request the Customer shall give us the name of the debtor of the assigned claims and notify the debtor of the assignment. At the same time the Customer shall hereby authorise us to disclose the assignment to the debtors on the Customer's behalf.

(6) The Customer must appropriately insure the reserved goods against theft, fire and other material damage at its expense, store them separately, safely and appropriately, handle them with care and label them at our request. Claims against the insurance due to a loss shall hereby already be assigned to us by mutual consent to the sum of the value of the reserved goods.

(7) If the Customer defaults on payment or if suffers a financial collapse or if it fails to meet its other essential contractual obligations, we may demand the surrender of the reserved goods and realize them; the Customer must also surrender to us the collection of the claims arising from the resale of reserved goods. The Customer shall tolerate removal of the reserved goods and allow us to enter its office and business premises. It shall support us in full with the collection of claims and supply us with all the necessary information and surrender documents. These measures do not constitute withdrawal from the contract. However, if we have fixed a deadline threatening refusal of acceptance and we sell the goods thereafter, the Customer shall be liable for the difference between the purchase price and the proceeds from the realization. The Customer shall also bear the costs of taking back the goods.

(8) If the value of all security exceeds the claims to be secured by more than 20%, the Customer may in this respect request the release of security at our discretion.

## **§10 Exemptions from liability, Hazardous goods**

(1) The advice we provide verbally, in writing and through testing is given to the best of our knowledge and is unbinding and is supplied to the exclusion of liability – except in cases of intent or gross negligence; the suitability of our product for customer use and the consistency of use with the rights of third parties remains the Customer's responsibility.

(2) Customers who use our packaging for "hazardous goods" within the meaning of section 2 of the Law on the Transportation of Hazardous Goods are obliged to fully inform us in detail in writing of all the risks associated with the goods to be packed before placing an order.

(3) Marks of quality on our paperboard containers are not deemed "guaranteed properties"

(4) The EAN barcode is printed according to the latest state of technology and with reference to the relevant implementation regulations of the CCG (publication series Coorganisation, Spichernstraße 55, 50672 Cologne). Any other pledges – especially statements relating to reading results on commercial cash tills - may not be given due to any influences on the barcode after leaving our factory and due to a lack of standard measuring and reading technology. Printing errors on such EAN code imprints on our paperboard containers do not obligate us to pay compensation including consequential damage.

(5) The suitability of our products for the Customer's sphere of use and the associated compliance with special regulations, especially the law relating to food production and distribution, are beyond our control and are therefore exclusively subject to the Customer's responsibility.

(6) Our right to supply a replacement is not affected thereby.

## **§11 Applicable law, Data protection, Partial nullity**

(1) The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Customer and us to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG). The place of jurisdiction for both parties is without exception the registered office of our company – even for matters relating to bills or cheques.

(2) Pursuant to section 6 DSGVO, we inform our customers that we have stored the customer data electronically insofar as this is necessary to handle our business relationships. We use and store the information you give to us by ordering our products, by creating a customer account or by enquiry only to process your order and to maintain your customer relations with us. We only collect information (such as your name, address, e-mail address, phone number and the components of your order) which is necessary, relevant and adequate for the purpose you are providing it for. Your personal information is protected from unauthorised access and won't be given to third parties without your compliance. You are entitled to access your personal information we hold about you and make corrections if necessary. You also have the right to withdraw any consent you have previously given us and ask us to erase information we hold about you. You can contact us using the details below.

spot display GmbH

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(3) Should individual provisions be or become invalid or void in whole or in part, the validity of the remainder of the provisions shall not be affected thereby.