

**GENERAL TERMS AND CONDITIONS WITHIN THE  
FRAMEWORK OF PURCHASE CONTRACTS VIA THE  
PLATFORM [HTTPS://SHOP.MURR-SYSTEMS.COM/](https://shop.murr-systems.com/)**

**A. Field of Application**

1. These General Terms and Conditions (hereinafter "GTC") are intended to be applied to all sales of the products displayed via the Seller's internet site <https://shop.murr-systems.com/>.
2. The Seiler reserves the right to change the current GTC at any time. Any amendment of the GTC shall be effective exclusively for all new orders submitted following the publication of the amendment on the Website. Buyers should check the GTC posted on the Website before clicking on the "Buy now" button - they may have changed since the last visit.
3. The GTC may be printed, down-loaded, and/or stored by buyers.
4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document of information issued by the seller shall be subject to correction without any liability on the part of the Seller.
5. Any conflicting GTC are hereby objected to.
6. We exclusively supply entrepreneurs (§ 14 BGB), legal entities under public law and special funds under public law. We do not supply private end consumers.

**B. Conclusion of contract**

1. The Buyer can select products from the Seller's assortment and collect them in a so-called shopping cart by clicking the button "add to shopping cart". By clicking on the button "Buy Now", the Buyer makes a binding offer to purchase the goods in the shopping cart. Before submitting the order, the Buyer can change and view the data at any time. However, the application can only be submitted and transmitted if the Buyer has accepted these contractual terms and conditions by clicking on the "Accept GTC" button and thereby included them in his application.

2. The Seller shall then send the Buyer an automatic confirmation of receipt by e-mail, in which the Buyer's order is listed again and which the Buyer can print out using the "Print" function. The automatic confirmation of receipt merely documents that the Buyer's order has been received by the Seller and does not constitute acceptance of the application. The contract is only concluded by the submission of the declaration of acceptance by the Seller, which is sent with a separate e-mail (order confirmation). In this e-mail or in a separate e-mail, but no later than upon delivery of the goods, the text of the contract (consisting of order, GTC and order confirmation) will be sent by us to the Buyer on a durable medium (e-mail or paper printout) (contract confirmation). The contract text will be stored in compliance with data protection.

### **C. Price of the goods**

1. All prices stated on the website of the Seller are exclusive of the applicable statutory value-added tax and plus any shipping and packaging costs. For the goods ordered in the Online Shop, the prices of the day of the order apply. They are explicitly stated during the ordering process. You will also be informed about the amount of shipping costs during the ordering process. Prices on the website are valid only for purchase in the Online Shop.
2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect an increase in the costs to the Seller which is due to any external factor beyond the control of the Seller (such as foreign exchange fluctuation, currency regulation, alternation of duties, significant increase in the costs of materials or other costs of manufacture) or any change in delivery dates.
3. Except as otherwise stated under the terms of any quotation or in any price list of the Seller, unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging or insurance.
4. The minimum order value is EUR 100.00 net. If the order value is less than this, the Seller shall charge a minimum quantity surcharge of EUR 50.00 plus VAT at the applicable rate.
5. The cost of the shipping service can be found on website.

#### **D. Terms of Payment**

1. The Buyer can make the payment on account. If set up by the Seller, payment by credit card or PayPal is also accepted.
2. The Buyer can change the payment method stored in his user account at any time.
3. We reserve the right to exclude certain payment methods in individual cases.
4. Payment of the purchase price is due immediately upon conclusion of the contract. The regulations on default of payment result from the law.
5. The Buyer shall be entitled to prove that his delay of the payment caused no or little damage only.
6. In the case of payment by "PayPal", the "PayPal Terms of Use" of PayPal (Europe) S.à r.l. & Cie, S.C.A. apply. The applicable terms of use, which you must agree to as a user of PayPal in relation to PayPal (Europe) S.à r.l. & Cie, S.C.A., are available at [www.paypal.com](http://www.paypal.com). The actual debiting of your PayPal account will only take place at the time at which we ship the goods to you.
7. When paying by credit card, the amount is reserved on your credit card when you place your order (so-called authorization). The actual charge to your credit card will be made only at the time when we ship the goods to you.

#### **E. Delivery, delivery time, availability of goods**

1. The products sold through this Website can be delivered only to Germany and Austria. Orders to be delivered in countries other than the listed countries shall not be accepted.
2. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
3. The risk of loss of or damage to the ordered products passes to the Buyer at delivery place agreed upon.

4. Delivery times stated by us are calculated from the time of our order confirmation, prior payment of the purchase price provided (except for purchase on account). If no or no deviating delivery time is specified for the respective goods in our Online Shop, it is 2 days.
5. We deliver ordered goods either ourselves or by commissioning third parties to the delivery address specified by you. The suppliers are generally only obliged to deliver to the curb.
6. We shall be entitled to provide partial performance insofar as this is reasonable for you; any additional costs incurred as a result shall be borne by us. If you do not wish partial performance under any circumstances, this must be communicated in text form (e.g. as a letter or e-mail) immediately after notification of the delay in delivery.
7. If no copies of the product selected by the Buyer are available at the time of the Buyer's order, the Seller shall inform the Buyer of this immediately in the order confirmation. If the product is permanently not available, the Seller refrains from a declaration of acceptance. In this case, a contract is not concluded.
8. If we are not able to deliver the ordered goods through no fault of our own because the upstream supplier has not fulfilled its contractual obligations, or if the goods ordered by you are not available for a period of at least one month due to force majeure, we may withdraw from the purchase contract. We will inform you immediately in the event of corresponding delivery difficulties. In the event of a withdrawal in accordance with this clause, we will immediately reimburse you for any payments already made.
9. If the product designated by the Buyer in the order is only temporarily unavailable, the Seller shall also inform the Buyer of this immediately in the order confirmation.
10. Insofar as the delivery item is delivered on cable drums, we point out that the cable drums are only provided on loan. The cable drums remain the property of KTG Köln Kabeltrommel GmbH & Co. KG in Cologne.

## **F. Export**

The validity and the fulfilment of any contract are subject to the provision that there are no restrictions by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. The contract partners shall obligate themselves to provide all information and documentation needed to

check the legality of shipment. Delays caused by export checks or licensing procedures shall invalidate any lead times or deadlines stipulated. If any required licenses for certain items cannot be obtained within a period of 6 months after the delivery date or if the customer does not provide us with the documents or information required for this purpose after setting a reasonable deadline, we shall be entitled to withdraw from the contract with regard to the affected parts. Claims for damages and above mentioned transgression of deadlines shall be excluded. In the event of export or shipment of the goods by the customer, the customer undertakes to comply with all German and European regulations as well as all other applicable national or international regulations on export control as well as embargoes and other sanctions. The aforementioned provisions shall be without prejudice to the termination of the contract for reasons other than those described above.

In particular, the customer is obliged to immediately provide all information required for export, import or intra-community shipment (e.g. end user, final destination and intended use), documents, approvals and certificates which may be required for the fulfilment of Murrplastik Systemtechnik GmbH obligations.

#### **G. Transfer of Risks**

Risk of damage to or loss of the Goods shall pass to the Buyer as follows:

- in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods;
- in the case of Goods to be delivered at the Seller's premises („ex works“) at that time when the Seller notifies the Buyer that the Goods are available for collection.

#### **H. Retention of Title**

1. The delivered goods shall remain our property (Reserved Goods) until full payment of all claims arising from the business relationship with the purchaser.
2. Until passing of the title the Buyer shall insure the delivered item against theft, breakage, fire, water, or other damage. The Buyer assigns already now all rights ensuing from the insurance contracts and its claims against the insurer to us. We accept the assignment.
3. The Buyer is not permitted to pledge nor to assign the Reserved Goods as security. In case of any pledge as well as seizure or other dispositions the Buyer must inform us without undue delay.

4. If the Buyer does not adhere to a term of payment or falls in default with the payment of mature bills of exchange or checks, wholly or partly, or if it commits a breach of contract in any other respect then we are entitled to take the Reserved Goods back after demand for performance. This provision applies, too, if the Buyer becomes over indebted or suspends payments, or if a petition is filed for commencing arrangement or bankruptcy proceedings against its assets, or if any other material deterioration of its economic standing occurs. If we claim our retention of title or levy execution against delivered items such action shall not be deemed rescission of the contract.
5. The Buyer is permitted to resale the delivered items in the ordinary course of business and at its normal terms as far as the Buyer is not in default with payment. For the occasion of such resale the Buyer assigns to us already now the claims ensuing from the respective legal transaction up to the amount of our invoice value. We accept hereby the assignment. Even after such assignment the Buyer is authorized to collect these claims until revoked by us which we can do at any time. This does not affect our power to collect the claim by our own; but we commit our-selves not to collect the claims if the Buyer properly meets its debts. We may require the Buyer at any time to inform us about the assigned claims and the debtors thereof, to give us all informations necessary for the collection, to deliver to us the necessary documents, and to notify the debtors of the assignment.
6. Processing or reconstructing of the Reserved Goods is made for us at any time without our assuming any obligation. In case of processing or union with items delivered by third parties we retain co-ownership in the new good in the ratio of value of the good delivered by us and the new good. In all other respects, the same shall apply to the item created by processing as to other items subject to retention of title (see above).
7. If the Reserved Goods are combined with other items not belonging to us that they become an integral part of a single item, then we acquire co-ownership of the new item in proportion to the value of the Reserved Goods to the other combined items at the time of combination. If combination is such that the item of the Buyer is regarded as the main item, then it is deemed as agreed that the Buyer assigns us pro rata co-ownership. The Buyer retains the thus created co-owned item in safekeeping for us. The provisions regarding combination correspondingly apply in the event of mixing or mingling. Otherwise the same applies to new items created by mixing or mingling or combining as for other Reserved Goods (see above).

8. We agree to release the securities due to us to the extent that their value exceeds the claims to be secured by more than 20 %.

**I. Offsetting and right of retention**

1. The Buyer shall only be entitled to offset claims if the counterclaims with which he wishes to offset relate to counterclaims from the same purchase contract, have been legally established, have been recognized by the Seller or are undisputed.
2. Rights of retention can only be asserted by the purchaser if the counterclaim is based on the same purchase contract.

**J. Complaints**

Obvious defects must be reported in writing and specified within 10 days after receipt of the goods.

**K. Warranty and Guarantees**

1. The legal warranty is valid.
2. The warranty period is 12 months. Insofar as the law in accordance with § 438 para. 1 no. 2 BGB (buildings and objects for buildings), § 445 b BGB (right of recourse) and § 634a para. 1 BGB (construction defects) prescribes longer periods, these periods shall apply. Our consent must be obtained prior to any return of the goods.
3. The Seller shall not be liable for the Goods being fit for a particular purpose unless otherwise agreed upon, to which the Buyer intends to put them.
4. This warranty does not cover defects in or damage to the products which are due to improper installation or maintenance, misuse, neglect or any cause other than ordinary commercial application.
5. Additionally granted warranties do not affect the Buyer's statutory warranty claims.

## **L. Liability**

1. Claims of the buyer for damages are excluded. Excluded from this are claims for damages by the Buyer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Seller, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
2. In the event of a breach of material contractual obligations, the Seller shall only be liable for the foreseeable damage typical for this type of contract if such damage was caused by simple negligence, unless the damage claims of the Buyer are based on injury to life, body or health.
3. The restrictions of clauses 1 and 2 shall also apply in favor of the legal representatives and vicarious agents of the Seller if claims are asserted directly against them.
4. The limitations of liability resulting from clauses 1 and 2 shall not apply insofar as the Seller has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply insofar as the Seller and the Buyer have reached an agreement on the quality of the item. The provisions of the ProdHaftG remain unaffected.
5. Data communication via the Internet cannot always be guaranteed to be error-free and/or available according to the current state of the art. In this respect, the Seller is not liable for the constant and uninterrupted availability of the Online Shop.

## **M. Contractual documents, property rights**

Bezüglich sämtlicher Vertragsunterlagen wie Entwürfe, Zeichnungen, Berechnungen und Kostenvoranschläge behalten wir uns Eigentum und Urheberrecht vor. Sie dürfen ohne unsere Zustimmung weder vervielfältigt noch dritten Personen zugänglich gemacht werden. Irgendwelche Rechte auf Patente, Gebrauchsmuster etc. stehen ausschließlich uns zu, auch soweit sie noch nicht angemeldet sind. Ein Nachbau unserer Produkte ist nur mit unserer schriftlichen Zustimmung erlaubt.



## **N. Data Protection**

1. Personal data (e.g. title, name, address, e-mail address) is collected, processed and stored by us exclusively in accordance with applicable laws, in particular the Bundesdatenschutzgesetz (BDSG) and the Datenschutz-Grundverordnung (DS-GVO) and the Telemediengesetz (TMG).
2. We provide supplementary information on data protection as well as on the type, scope and purpose of the collection and use of personal data carried out on our part within the framework of our data protection declaration on the website. [ <https://www.murr-systems.com/en/privacy-policy/> ]

## **O. Final Provisions**

1. This agreement shall be governed by and construed in accordance with German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and each party agrees to submit to the jurisdiction of the courts having jurisdiction for the Seller.
2. The remaining parts of the contract shall remain binding even if individual points are legally invalid. The ineffective points shall be replaced by the statutory provisions, insofar as they exist.

## **Notice according to Batterienengesetz (BattG)**



Since we sell batteries and rechargeable batteries or such devices that contain batteries and rechargeable batteries, we are required by the Batterienengesetz (BattG) to inform you of the following: Batteries and rechargeable batteries may not be disposed of in household waste, but you are legally obliged to return used batteries and rechargeable batteries. Used batteries may contain harmful substances that can affect the environment or your health if not stored or disposed of properly. However, batteries also contain important raw materials such as iron, zinc and manganese or nickel

and are recycled. You can either return the batteries to us after use or return them free of charge in the immediate vicinity (e.g. in shops or municipal collection points). The crossed-out trash can means that you must not dispose of batteries and rechargeable batteries in the household trash.

### **Notice according to Elektro- und Elektronikaltgeräte-Gesetz (ElektroG)**



In accordance with the regulations of the Elektro- und Elektronikaltgeräte-Gesetz (ElektroG), we are obliged to take back waste electrical and electronic equipment supplied by us and to ensure that it is reused or disposed of, and to draw your attention to the following.

Waste electrical and electronic equipment must not be disposed of with household waste. Therefore, they are marked with the symbol of a crossed-out garbage can on a black bar. If the device can no longer be used, every end user is obliged to dispose of old devices separately from household waste, e.g. at a collection point in his municipality / district. This ensures that the old devices are recycled properly and that negative effects on the environment are avoided.

The following symbol on electrical appliances and/or their packaging indicates that this appliance may only be disposed of separately from other types of waste and not in the household waste (gray or yellow garbage can, paper waste, bio garbage can or glass container).

### **Notice according to Verpackungsgesetz (VerpackG)**

Filling materials containing hazardous substances must not be disposed of in household waste. As a Buyer, you have the option of returning the corresponding used items to us or having them disposed of free of charge at your local/regional recycling centre.

Hazardous filling materials include, e. g., various oils, liquid fuels, toxic mixtures and MDI-containing construction foams.

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