

GENERAL TERMS AND CONDITIONS

www.noi-shop.de/b2b

Sect. 1 Scope of validity, customer information

The following general terms and conditions (GTC) govern the contractual relationship between Scherer Voigt GbR www.noi-shop.de/b2b and entrepreneurs who purchase goods in our shop. Conditions that oppose or differ from our terms and conditions are not accepted by us. The contract language is German.

Sect. 2 Conclusion of contract

(1) The offers on the internet represent a non-binding invitation to you to purchase goods.

(2) You can put one or more products into the cart. In the course of the order process you enter your data and desires concerning payment method, delivery modalities etc. Once you have clicked the order button, you submit a binding offer to conclude a purchase contract. You can also submit a binding order by telephone. The immediate confirmation by e-mail that your order has been received does not yet constitute acceptance of the offer to buy.

(3) We are entitled to accept your offer by sending an order confirmation by e-mail within 1 working day. If the period in sentence 1 expires without acceptance, your offer is deemed to have lapsed, i.e. you are no longer bound to it. In the case of a telephone order, the purchase contract is deemed valid if we accept your offer immediately. If the offer is not accepted immediately, then you are no longer bound to it.

Sect. 3 Customer information: Storage of the contractual text

The contract with the item details will be stored by us. You have no access to this information over the internet. We will send the GTC to you, but you can download the GTC at any time in addition, over our web page. You can make a screenshot (= screen photography) at the time of the order or alternatively print out the whole side.

Sect. 4 Customer information: Correction note

You can amend your entries at any time before submitting the order by using the delete key. We will keep you informed throughout the checkout process of further correction options. You can terminate the order process also at any time by closing of the browser window completely.

Sect. 5 Retention of title

The purchase item remains our property until full payment is made.

Sect. 6 Statute of limitations of your warranty

(1) The warranty complies with the statutory provisions.

(2) Your warranty claims due to defects in the good sold shall become time-barred one year after the passing of risk. The following claims are excluded from this rule:

- on compensation for damages
- for maliciously concealed defects
- arising from any granted warranty
- on recourse under §§ 445a, 478 *Bürgerliches Gesetzbuch (BGB, Civil Code)*
- due to defects in building materials and components which have been used in accordance with their normal use for a building and which have caused its defectiveness.

The statutory limitation periods shall apply to these excluded claims. In the event of a granted warranty period, the longer period shall apply in favor of the buyer.

Sect. 7 Limitation of liability

We exclude liability for minor negligence in breach of duty, provided such breaches do not involve essential contractual obligations, damages caused by death, bodily injury, impaired health or guarantees or affect claims under the *Produkthaftungsgesetz (ProdHaftG, Product Liability Act)*. The same applies to breaches of duty by any of our agents and legal representatives. The contractual obligations include, in particular, the obligation to deliver the item and title to you. We furthermore must deliver to you the item free of material defects and deficiencies.

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