

AGB

General Terms and Conditions of the company HELIA SMOKER Räuchergeräte, Owner Torsten Georg e.K., Scheidwaldstraße 8, D-57299 Burbach-Wahlbach

1. conclusion: Unless otherwise agreed in writing, the following conditions are the basis of every sale, including future sales, which we make. We do not recognise the buyer's terms and conditions insofar as they deviate from our terms and conditions. This shall also apply if we do not expressly object to the deviating conditions. Our terms and conditions shall be deemed accepted at the latest upon receipt of our goods or services.

Our offers are subject to change. All contracts and agreements, in particular insofar as they deviate from these terms and conditions, shall only become binding upon our written confirmation.

2. delivery: Delivery is always made for the account and at the risk of the buyer. The risk shall pass to the buyer when the goods are handed over to the forwarder or carrier, at the latest, however, when the goods leave the factory

or the warehouse in any case, e.g. also in the case of fob and CIF transactions. In the absence of special instructions, shipment shall be effected without guarantee for the cheapest mode of shipment.

3. pricing: all prices are ex works including packaging. Any special packaging required, in particular for shipment abroad, shall be charged additionally. Value added tax at the respective statutory rate shall be added to the prices.

4. delivery times and delay: delivery times and delivery dates are always only approximate. If we are in default, the buyer may withdraw from the contract after expiry of a grace period granted to us and which is reasonable for us, insofar as the goods have not already been put to work or are to be used for our purposes by the expiry of the grace period. Events of force majeure and unavoidable internal events shall entitle us to postpone delivery for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract in whole or in part on account of the part not yet fulfilled. Strikes, lock-outs or other circumstances which make delivery considerably more difficult or impossible for us are equivalent to force majeure, irrespective of whether they occur at our premises or those of one of our suppliers. The buyer can demand a declaration from us as to whether we wish to withdraw or deliver within a reasonable period.

If we do not make a declaration, the buyer may withdraw. The buyer shall not be entitled to any claims for compensation of any kind. 5.

5 Payment: We deliver against advance payment, cash on delivery or invoice. The terms of payment agreed or stated on the order confirmation shall apply. If no terms of payment are described, advance payment shall apply.

Obvious calculation or spelling errors entitle us to correct them, even in the case of invoices already issued. If there is a significant change in certain cost factors, in particular the costs of wages, input material, energy or freight, the agreed price may be adjusted to a reasonable extent in accordance with the influence of the relevant cost factors. In case of default of payment, HELIA SMOKER Räuchergeräte shall charge customary default interest plus a handling fee plus possible lawyer's fees. The granting of payment terms requires a

a separate written agreement. We reserve the right to have a liquidity check carried out by our credit insurer.

6. Retention of title: The goods are delivered under retention of title in accordance with § 455 BGB (German Civil Code) with the following extensions. The goods remain our property until payment of all claims against the buyer arising from the business relationship, including future claims. This also includes conditional claims. The buyer's claims from the resale of the goods subject to retention of title are already now assigned to the seller, regardless of whether the goods subject to retention of title are resold without or after processing to one or more buyers. If the goods subject to retention of title are resold together with other goods not belonging to us, the assignment shall apply in the amount of the value of our goods subject to retention of title. The purchaser is only entitled to resell and resell with the proviso that the purchase price claim from the resale is transferred to us. The buyer shall not be entitled to dispose of the reserved goods in any other way, in particular by pledging or transferring them to third parties. The seller shall not collect the claims as long as the buyer, who remains entitled to collect the claims, duly fulfils his payment obligations. Upon request, the buyer shall inform the debtors of the assigned claims and notify

them of the assignment. The seller undertakes to release the securities to which he is entitled at his discretion to the extent that their value exceeds the claims to be secured by 20%, provided that there is no bill of exchange liability and all cheques have been honoured. The buyer must inform us immediately of any impairment of our interests by third parties and point out our ownership to the third party.
third party of our ownership.

7. Insolvency: All our claims shall become due immediately, irrespective of the term of any bills of exchange accepted and credited, if the terms of payment are not complied with or if we become aware of circumstances which, in our opinion, are likely to reduce the creditworthiness of the buyer. We are then also entitled to make outstanding deliveries only against advance payment or to withdraw from the contract after a reasonable period of grace and to claim damages. We may also prohibit the resale and processing of the delivered goods and demand their return or the transfer of indirect possession of the delivered goods at the buyer's expense and revoke the right of collection in accordance with clause 6. In the aforementioned cases, the buyer already now agrees to the removal of the goods.

8. complaints against quantity, weight, quality and calculation are to be reported to us immediately, at the latest, however, within 8 days after receipt of the consignment at the place of destination. Claims due to damage, breakage or loss of the consignment must be made to the transport company involved (railway, post, forwarding agent, etc.) (statement of facts). Damage to and breakage of the goods or the cardboard packaging must be noted in writing to the carrier immediately upon acceptance of the goods.

9. Prohibition of set-off and rights of retention: The customer is not entitled to set off his own claims against our claims for payment unless the customer's claims are undisputed or have been legally established.

10. Warranty: In the event of a defect in the delivered goods, the customer has a right to rectification, replacement, cancellation, reduction or subsequent delivery. Further claims of any kind whatsoever are excluded. We do not provide any warranty for damage caused by improper handling, maintenance, transport and storage, faulty installation, accidents, third-party parts, natural wear and tear or force majeure. Our warranty obligation expires with a modification of the delivered goods or with the installation of third-party parts, insofar as the damage can be based on this. Claims of the customer for damages, e.g. due to non-performance, culpa in contrahendo, breach of ancillary contractual obligations, consequential damages, damages in tort and other legal grounds are excluded, unless we are liable due to the absence of a warranted characteristic or due to intent or gross negligence. This exclusion does not apply to claims under the Product Liability Act. The customer shall immediately notify us in writing of any defects that occur.

11. Guarantee: In the event of proven material and manufacturing defects, we provide a guarantee for a period of 2 years from the date of delivery to the effect that we will replace free of charge all those parts which are necessary to remedy the defect. Other claims, in particular those for consequential damage, are excluded. A prerequisite for this is also adequate treatment of the individual parts. Sensitive parts must be protected from dirt and shocks. Trade items are subject to the manufacturer's warranty conditions.

12. Liability: We are only obliged to pay damages, irrespective of the legal grounds, in the event of intent or gross negligence on our part. Liability for indirect damage, consequential damage caused by defects and slight negligence is excluded. In particular, the supplier shall not be liable for loss of profit or other financial losses of the customer. Claims for damages shall become statute-barred in accordance with the statutory provisions, but no later than one year after delivery of the goods.

13. Place of performance, place of jurisdiction, applicable law: The place of performance is Burbach-Wahlbach/Siegerland. Place of jurisdiction for both parties to the contract is Siegen. We are entitled to sue the buyer at his general place of jurisdiction. The foregoing shall also apply to all those who are liable for the buyer's obligations. All legal relations between us and the buyer shall be governed solely by the law applicable to the legal relations of domestic parties at our place of business, to the exclusion of foreign law.

14 Partial invalidity: Should individual provisions of these terms and conditions be invalid in whole or in part, these terms and conditions shall otherwise remain in full force and effect.