

Valid for the eagle kreativ Deutschland GmbH online shop at www.expert-marking.de
from 1 March 2020

Your supplier and contractual partner

eagle kreativ Deutschland GmbH
Johann-Höllfritsch-Strasse 45a
D-90530 Wendelstein

General Manager: Mr. Andreas Blaul

Amtsgericht Nürnberg (Local Court of Nuremberg)
HRB 28730

VAT ID No.: DE283981676

You can also reach our customer service by telephone on working days:

Monday to Thursday from 9:00 to 16:00 h
Friday from 9:00 to 13:00 h

under the telephone number +49 (0)9129 147 2030, by fax: +49 (0)9129 147 2050
and by e-mail at info@expert-marking.de

§ 1 Scope and contractual basis

- 1) These General Terms and Conditions - hereinafter also referred to as **GTC** - shall apply to all offers to you and all legal transactions with you in connection with the above-mentioned online shop, in particular to all contracts concluded with you via our above-mentioned online shop, e.g. purchase contracts for the delivery of goods or other services - hereinafter also referred to as **delivery** or **deliveries** - between you as our customer - hereinafter also referred to as **Customer** - and us as the provider of these deliveries in our online shop - hereinafter also referred to as **eagle kreativ** or **we** or **us**.
- 2) All agreements made between you and us in connection with such a contract shall first of all result from our order confirmation - also called **order confirmation** - and from these General Terms and Conditions. This also applies to all actions in connection with the initiation or preparation of such a legal transaction, in particular such a contract for deliveries.

The valid version of the General Terms and Conditions at the time of the conclusion of the contract or at the time of preparation or initiation is decisive.

Orders not placed via our online shop, e.g. directly by our employees or from our print catalog, shall be subject to the respective General Terms and Conditions.

- 3) These **GTC** shall also apply if we perform the delivery and/or the service to the Customer without reservations, being aware of any conditions of the Customer which are contrary to or deviate from our General Terms and Conditions. Even in these cases, we do not accept any stipulations in the customer's General Terms and Conditions which contradict or deviate from our General Terms and Conditions, unless we have expressly agreed to the validity of these at least in text form. Our deliveries shall be made exclusively according to the following General Terms and Conditions, which form the basis of all contracts concluded with us.
- 4) These **GTC** shall only apply to companies within the meaning of **§ 310 Para. 1 in conjunction with § 14 BGB** (German Civil Code). According to the legal regulations (**§ 14 BGB**), **entrepreneurs** are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity. Customers within the meaning of these General Terms and Conditions are both consumers and entrepreneurs.
- 5) If working days are specified as deadlines, these are all weekdays with the exception of Saturdays, Sundays and public holidays at our company headquarters.
- 6) These **GTC** shall also apply to future business transactions between us and the Customer to the extent that these are related legal transactions.

§ 2 Storage possibility and inspection of the contract text

- 1) You can inspect, save or print our GTC for entrepreneurs at any time on/from our website at www.expert-marking.de/AGB_B2B.
- 2) For security reasons, your specific order data cannot be retrieved via the Internet. We therefore recommend that you print out an order you have placed or save it in your system.

The specific contractual provisions also result from our order confirmation in the form of a binding declaration of acceptance.

§ 3 Contractual partner and conclusion of the contract

- 1) Your contractual partner is **eagle kreativ Deutschland GmbH**.
- 2) The presentations and advertising of goods in our online shop do not constitute a binding offer to conclude a purchase contract, but rather a non-binding online catalog or an invitation to you to order the goods presented there. These presentations and advertising are non-binding as long as they do not become the content of a binding contractual agreement. This means that in the event of unavailability there is no obligation to perform on our part.

Before sending your order there is the possibility of checking and correcting the order you have entered and the data given in the set-up "**shopping cart**". By sending your order by clicking on the button "**Submit order**" you make a binding contract declaration. The confirmation of the receipt of the order is made immediately after the technically perfect receipt of your order.

The confirmation of receipt of the order does not constitute an acceptance of your order but is only intended to inform you that we have received your order.

A binding contract is only concluded when we accept your order - this is also called **order confirmation**. Your order shall be deemed to have been accepted by us through an explicit order confirmation in text form.

We only deliver within the Federal Republic of Germany and within the European Union (EU).

We reserve the right to confirm the delivery of ordered goods in our order confirmation only under the condition and against prepayment.

Please note that in this case delivery subject to prepayment will only be effected after the full amount has been credited to our account. Reservation of the article subject to prepayment shall be made for a maximum of two weeks. If your payment is not received within two weeks after you have received our request for prepayment, we will then already withdraw from our related order confirmation.

- 3) The Customer shall be bound to his/her order for 21 working days. During this period, we have time to accept this order via an order confirmation.
- 4) The handling, processing or transformation of the purchased goods, e.g. printing or engraving of the goods, represent individual services to the goods ordered by you. This processing of the purchased goods represents an individual selection or determination to the personal needs of the Customer. In this case, we must point out that in the case of such goods, exchange or compulsory return of these goods shall be excluded, unless there are express legal regulations to the contrary.

§ 4 Prices, shipping costs, minimum order value

- 1) For orders, the prices listed in the offer at the time of the order shall apply. The prices stated shall be total prices, i.e. they include the appropriate valid German statutory value added tax and other price components.

Deviating prices which may be displayed on pages loaded from caches (browser cache, proxies, etc.) may be out of date and therefore no longer valid.

For details of any additional shipping costs, please refer to the information in the online shop or the special offer.

From a value of goods of € 100.00 we deliver free of charge within Germany.

- 2) Please note a minimum order value of € 50.00 for each of your orders. We regret not to be in a position to execute orders below this value. This also applies to repeat orders.
- 3) For deliveries outside of Germany (EU) additional costs, in particular higher shipping costs, may arise. These additional costs shall be borne by the Customer.

§ 5 Payment

We offer you the following payment option:

Bank transfer

Sparkasse Nürnberg

Account holder: eagle kreativ Deutschland GmbH

IBAN: DE86760501010011605797

BIC: SSKNDE77XXX

To the extent that we have made the delivery contingent on prepayment in our order confirmation, please transfer the invoice amount in advance to our account mentioned above. The goods will be shipped after receipt of payment (valid in all countries).

We reserve the right to refuse the payment method chosen by the Customer in individual cases.

§ 6 Delivery, delivery period

- 1) On principle, unless otherwise agreed, we deliver goods which can be shipped by parcel service to the delivery address provided by you.

Goods which cannot be sent by parcel post (e.g. bulky goods) will be delivered by a forwarding agent, which we can determine at our reasonable discretion. Unless otherwise agreed, the delivery will be made by a forwarding agent to the first lockable door at the delivery address specified by the Customer. If delivery was not possible, you will receive a message from the carrier stating the subsequent options. Sending consignments to post office boxes or poste restante is not possible. Deliveries made by forwarding agents cannot be delivered to so-called packing stations.

We point out delivery dates and delivery times on the appropriate product page or in a separate order confirmation to you.

- 2) Our delivery dates and delivery periods shall be exclusively non-binding information, unless these are expressly designated by us as fixed or binding dates or unless these delivery dates or delivery periods have been expressly agreed as binding between you and us.

Delivery dates and delivery periods stated by us shall not be understood as an offer to conclude a firm deal with a guaranteed delivery date.

The statutory claims of the Customer in the event of default remain unaffected.

- 3) The obligation to deliver shall not apply if we ourselves are not supplied correctly and on time and are not responsible for the lack of availability. If the goods are not available, we will inform you immediately and any advance payment will be refunded immediately.

Also in the event of other disturbances in our business operations or those of our suppliers for which we are not responsible, in particular in the event of strikes and lawful lockouts as well as in cases of force majeure, the delivery period shall be extended in accordance with the duration of the disturbance. In such cases, the Customer is only entitled to withdraw from the contract if he/she sends a reminder for the agreed services after the delivery dates have been exceeded or the delivery periods have expired, sets a reasonable period of grace and this reasonable period of grace has also expired without result.

In these cases, the delivery date shall be postponed or the delivery period shall be extended accordingly. The Customer's statutory right to claim damages in lieu of performance remains unaffected.

- 4) If the Customer gets into default in acceptance or violates culpably any other duties to cooperate, we shall be entitled to require reimbursement of the damage caused to us to this extent, including any possible additional expenses. Further claims or rights shall remain reserved. The Customer on his/her part shall be entitled to prove that damage in the amount requested has not been incurred at all or at least substantially less damage has been incurred.
- 5) To the extent that the prerequisites of sect. (4) are met, the risk of impossibility of performance or of accidental loss or accidental deterioration of the services to be provided by us, in particular of the objects or products to be delivered, shall pass to the Customer at the point in time at which he/she is in default of acceptance or debtor's default.
- 6) We shall be liable according to the legal provisions as far as the contract on which the transaction is based is a firm deal within the meaning of § 286 sect. 2 no. 4 BGB (German Civil Code) or § 376 HGB (German Commercial Code). We shall also be held liable according to the legal provisions, to the effect that the Customer, following a default for which we are responsible, is entitled to assert that his/her interest in the further performance of the contract has ceased.
- 7) Transfer of risk to the Customer, and thus the risk of accidental loss and/or accidental deterioration of the goods, shall be effected upon handover, in the case of sale to destination, upon delivery of the goods to the forwarding agent or other persons or institutions designated to perform the shipment.
- 8) Further details of our liability shall be regulated in **§ 9 Liability**.
- 9) Further legal claims and rights of the Customer shall remain reserved in accordance with the following **§ 8 Warranty** and **§ 9 Liability**.

§ 7 Transfer of risk, packaging costs, insurance

- 1) Unless the order confirmation or the specific individual contract contains anything to the contrary, performance shall be agreed on an "ex factory" basis.
- 2) Separate agreements shall apply to the return of packaging, in the absence of which the statutory regulations shall apply.

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- 3) If the Customer so wishes and if it is possible, we shall insure our services, e.g. insure the delivery via an appropriate transport insurance; the costs incurred in this respect will be borne by the Customer. Such transport insurance shall only be taken out at the express request of the Customer.

§ 8 Warranty

- 1) Customer's warranty claims shall be based, in the case of delivery of performance objects, on his/her having correctly fulfilled his/her duties regarding investigation and complaint pursuant to § 377 HGB (German Commercial Code).
- 2) In case of doubt, the type and scope of the services to be provided and the agreed quality of the performance objects shall be determined exclusively by our binding service and product description. Usual, in particular customary in the trade and other reasonable minor deviations in place, time and type of performance or in the color or dimensions of the performance objects do not constitute a defect. References to technical standards serve only to describe the services and shall not be interpreted as a guarantee of quality. Unless expressly agreed otherwise, the services shall be rendered in accordance with the standard customary in the industry and the performance objects shall be manufactured using materials customary in the industry and in accordance with manufacturing processes customary in the industry or otherwise recognized.
- 3) In the case of advice to the Customer outside the contractually owed scope of performance, liability for the functionality and suitability of the performance and/or the performance object shall only exist if a prior express assurance has been given.
- 4) To the extent that there is a defect or a deficiency in the service to be rendered or in the objects of performance or products to be delivered, the Customer shall be entitled, at his/her discretion, to subsequent performance in the form of rectification of the defect or deficiency concerning the service or performance object or to delivery of a new performance object free of defects. In case of correction of the defect or replacement, we shall be obligated, in terms of supplementary performance, to bear all expenses required to eliminate the defect, especially transport, traveling expenses, labor and material costs, as far as these have not increased due to the fact that the performance object has been taken to a place other than the place of fulfillment.
- 5) Should supplementary performance fail, the Customer shall be entitled at his/her choice to demand rescission of the contract or reduction of the purchase price.
- 6) The period of limitation for warranty claims, in particular claims for defects arising from the sale of performance objects or goods is 12 months, calculated from the date of handover or delivery.

§ 9 Liability

- 1) We shall be liable according to the legal provisions if the Customer asserts claims for damages

which are based on intent or gross negligence, including intent or gross negligence on the part of our agents or persons employed in the performance of our obligations. To the extent that we cannot be blamed for intentional breach of contract, the liability for indemnification shall be limited to the foreseeable damage which typically occurs.

- 2) We shall be liable according to the legal provisions, to the extent that we culpably infringe upon an essential contractual obligation; however, in this case, liability for damages shall also be limited to the foreseeable damage which typically occurs. An essential contractual obligation exists if the breach of duty refers to an obligation on the fulfillment of which the customer has relied and was entitled to rely.
- 3) If the underlying performance objects are used objects, warranty claims, in particular claims for defects, shall be excluded.
- 4) This shall not affect liability for damage caused culpably on account of injury to life, body or health of a person; this shall also apply in case of mandatory liability in accordance with the product liability law.
- 5) Liability shall be excluded unless otherwise specified above.

§ 10 Overall liability

- 1) Liability for compensation for damages beyond that provided for in the preceding §§ 8 and 9 shall be excluded - irrespective of the legal nature of the claim being enforced. This applies in particular to claims for compensation arising out of negligence at the time of entering into the contract, other breaches of obligations or criminal claims for compensation for material damages acc. to § 823 BGB.
- 2) The limitation acc. to sect. (1) shall also apply to the extent that the Customer requests, instead of replacement of the damage, replacement of useless expense instead of the performance.
- 3) As far as liability for damages towards us is excluded or restricted, this applies also regarding the personal liability for damages of our employees, staff, personnel, representatives/agents and persons employed in the performance of our obligations.

§ 11 Warranty and/or liability for partial performance and/or material provision by the Customer

- 1) If partial services, items or materials are provided by the Customer, the full warranty and liability for such services, partial services and items shall be borne solely by the Customer.
- 2) The Customer guarantees and shall be liable for the fact that such partial services, items or materials for items are available in time, as agreed and suitable in type and scope for the execution of the order in question, in particular for the execution and implementation of the event in question. If the Customer fails to provide such partial services or deliver such items or

materials on time, our performance period shall be extended accordingly in a reasonable proportion. Except in cases of force majeure, the Customer shall bear the additional costs arising therefrom, also for disturbances and/or interruptions of the event to which the order relates.

§ 12 Reservation of Ownership

- 1) We reserve the title to the goods to be delivered by us until all payment claims to which we are entitled from the business relationship have been fulfilled. If the Customer acts contrary to the terms of the contract, especially in case of default in payment, we shall be entitled to take back the item concerned. Our taking back the item concerned constitutes rescission of the contract. After taking back the item concerned, we shall be entitled to utilize it; the proceeds from the utilization shall be settled against the Customer's liabilities, less appropriate costs of utilization.
- 2) We shall be entitled to assert our rights arising from the reservation of title, in particular to take back the goods delivered under reservation of title, without having asserted withdrawal from the respective contract previously.
- 3) The Customer shall be obligated to treat the item concerned carefully; he/she shall especially be required to provide sufficient insurance cover for its reinstatement value at his/her own costs against damage due to fire, water and theft. Should maintenance and inspection work be required, the Customer must have it performed at his/her own costs in time.
- 4) In case of seizure or other third-party intervention, the Customer shall inform us immediately in text form, so as to enable us to take action in acc. with § 771 ZPO (German Code of Civil Procedure). To the extent that the third party is not able to reimburse the legal and out-of-court fees of an action in acc. with § 771 ZPO (German Code of Civil Procedure) to us, the Customer shall be liable towards us for the default occurred.
- 5) The Customer shall be entitled to resell the item concerned within his/her ordinary business dealings; he/she shall, however, assign to us right now all claims to the extent of the final invoice amount (sales tax not included) of our claim which arise to him/her from the resale towards his/her purchasers or third parties, independently of the items concerned having been sold without or after having been subject to further processing. The Customer shall remain entitled to collect this claim even after such assignment. This shall not affect our right to collect the claim ourselves. However, we undertake not to collect the claim as long as the Customer meets his/her payment obligations from the collected proceeds, does not get into default in payment and especially if no application exists to open insolvency proceedings, or bankruptcy. Failing this, we shall be entitled to demand that the Customer notifies us about the assigned claims and the appropriate debtors, makes all the indications required for collection, delivers the required documents and informs the debtors (third parties) about the assignment.
- 6) Processing or transformation of the item concerned by the Customer shall be performed for our account. If the items concerned are processed together with other items which are not our property, we shall acquire co-ownership of the new item on a pro-rata basis of the value of the item concerned (final invoice price incl. sales tax) to the other processed items at the time

of processing. The item created by transformation shall be subject, in all the other respects, to the same stipulations as the reserved, delivered item concerned.

- 7) If the item concerned is inseparably compounded with other items which are not our property, we shall acquire the co-ownership of the new item on a pro-rata basis of the value of the item concerned (final invoice price incl. sales tax) to the other compounded items at the time of compounding. If compounding is effected in a way that the Customer's item shall be considered as the main item, it shall be considered as agreed that the Customer assigns to us co-ownership on a pro-rata basis. The Customer shall preserve sole ownership or co-ownership thus created for us.
- 8) The Customer shall also assign to us the claims for securing our claims towards himself/herself which arise through the connection of the item concerned with a plot of land against a third party.
- 9) We undertake to release the securities to which we are entitled at the Customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 20 %; the selection of the securities to be released is our obligation.

§ 13 Industrial property rights and defects of title

- 1) If the performance of services by us is carried out according to drawings, models, samples, using parts provided by the Customer, or designs of the Customer or according to other instructions of the Customer or other specifications, the Customer shall be responsible for ensuring that industrial property rights of third parties in the country of destination of the performance are not infringed upon thereby. We will inform the Customer of rights known to us but are not obliged to conduct our own research. The Customer shall indemnify us against third-party claims on first demand and undertakes to compensate us for any damage incurred by us as a result. If a third party prohibits us to perform, in particular to provide services and/or to deliver the goods by invoking an industrial property right to which he/she is entitled, we are entitled - without examining the legal situation - to stop the work until the legal situation has been clarified by the Customer and the third party. If, as a result of this delay, we can no longer reasonably be expected to continue the order, we shall be entitled to withdraw from the contract.
- 2) The property rights, copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation of the models, molds and devices, drafts and drawings designed by us or by third parties on our behalf are not the property of the Customer but of ours. Upon request, the Customer shall immediately return to us the documents, records, molds, samples or models, including any copies that may have been made.
- 3) In case of other defects of title, § 8 and § 9 shall apply accordingly.

§ 14 Rights to image material

We shall be exclusively entitled to all rights to photographic and video material created by us in connection with our performance to the Customer or otherwise with the contractual relationship between us and the Customer, in particular, but not exclusively, to photographic and video recordings. This applies in particular to all rights of use, here again in particular to the rights of reproduction and distribution, also in electronic form, of such image material.

This ownership of rights on our part also applies in particular to photographic material on which persons involved and/or employees of the Customer or protected trademarks and/or symbols of the Customer are recognizable or visible in the broadest sense. As a precautionary measure, the Customer shall grant us the corresponding rights.

§ 15 Data protection notes

We collect, process and use your personal data, in particular your contact data, to process your order, including your e-mail address, if you have provided it to us. To check creditworthiness, we can use information from external service providers as a decision-making aid and make the payment method contingent on this. This information includes information about your address.

The protection of your privacy is important to us. For details on data protection, please refer to our **Data Privacy Statement** at www.expert-marking.de/datenschutzerklaerung.

§ 16 Applicable law, legal venue and place of performance

- 1) To the extent that the Customer is a merchant, our registered offices shall be legal venue; we shall however also be entitled to sue the Customer at his/her place of business or before the court at his/her place of residence.
- 2) The law of the Federal Republic of Germany shall apply; application of the Convention on Contracts relating to the Uniform Law on the International Sale of Goods (CISG) shall be excluded.
- 3) Unless otherwise stated in an order confirmation, a contract between us and the Customer or these General Terms and Conditions, our registered office in NÜRNBERG, Germany, shall be the place of performance.

§ 17 Severability clause

Should individual provisions of these GTC be wholly or partially invalid, or lose their legal validity subsequently, the validity of the GTC shall not otherwise be affected. The invalid provision shall be replaced by the statutory provisions. The same applies if the GTC contain a loophole which was not foreseen or not recognizable.