



GTC

General conditions of sale of H+B Hightech GmbH regarding the sale of hub gears and bicycle components

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1. Scope of application

- 1.1 These General Terms and Conditions of Sale („Terms of Sale“) apply to all our business relationships relating to the sale and delivery of hub gears and bicycle components. These terms and conditions of sale apply exclusively to our related deliveries and services, including future ones. Deviating or additional conditions of the buyer are non-binding for us, even if we do not object in individual cases, unless we expressly recognize them. In this case, they only apply to the respective individual contract.
- 1.2 Our terms of sale only apply to entrepreneurs (§ 14 BGB), legal entities under public law and special funds under public law.

2. Conclusion of contract; Offer documents

- 2.1 Our offers are always non-binding unless they are expressly designated as binding.
- 2.2 We can accept orders within two weeks. The period begins with the receipt of the order.
- 2.3 Orders and changes to orders are only accepted by us when we have confirmed them.
- 2.4 The buyer is responsible for checking his order and all contract documents for completeness, correctness and suitability for the intended use.
- 2.5 Our written order confirmation is decisive for the scope of the delivery or service.
- 2.6 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. Before passing them on to third parties, the buyer requires our express written consent.

3. Price; Invoicing; Terms of payment

- 3.1 Unless otherwise stated in the order confirmation, our prices apply „ex works“, plus shipping costs, customs, packaging and the applicable statutory sales tax.
- 3.2 We are entitled to send you an electronic invoice (e.g. as a PDF document) by e-mail, unless otherwise agreed. We can also send the invoice on paper at our own discretion.
- 3.3 Unless otherwise agreed, the purchase price is due upon invoicing and must be paid within 14 days of the invoice date without deduction. Partial invoices will be issued for partial deliveries. The payment deadlines run separately for each partial invoice.
- 3.4 Even if a partial or full payment in advance or down payment has been agreed in individual cases, the final price is only determined upon delivery. We will settle any underpayment or overpayment with a final invoice.
- 3.5 The deduction of a cash discount requires an express written agreement.
- 3.6 In the event of a delay in payment, we have the statutory rights.
- 3.7 The buyer is only entitled to set-off or retention rights if his counterclaim is undisputed or has been legally established or his counterclaim is based on the same contractual relationship.

4. Design changes

We reserve the right to make design changes in the interest of technical progress provided these do not result in any changes to the function.

5. Delivery; Transfer of risk; Delivery time

- 5.1 Unless otherwise agreed, we deliver EXW (Incoterms 2020) from our factory gate in Adelmansfelden (Germany).
- 5.2 Even if we undertake to ship at our own expense in individual cases, shipping is always at the risk of the buyer. We only take out transport insurance if expressly requested in writing and at the expense of the buyer. If shipping or delivery is delayed for reasons for which we are not responsible, the risk passes to the buyer as soon as he has been informed that the goods are ready for delivery.
- 5.3 If the handover is delayed due to a circumstance for which the buyer is responsible or on his instructions, the risk passes to the buyer from the day on which the readiness for dispatch was announced. At the express written request of the buyer, we are obliged to insure the goods stored by us at the buyer's expense. This also applies in cases in which a delivery date has not been expressly agreed, with the proviso that the risk passes to the buyer seven calendar days after notification of readiness for dispatch.
- 5.4 Deadlines and dates for deliveries promised by us are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed. Any agreed delivery periods begin on the day of the order confirmation, but not before the buyer has provided the documents, approvals, releases to be provided, as well as the receipt of an agreed advance or down payment, the opening of a letter of credit to be provided or proof that an agreed security has been provided. The observance of deadlines and deadlines also always presupposes that all commercial and technical questions have been clarified between the parties and that the buyer has fulfilled all the cooperation and provisions incumbent on him, including the provision of an agreed advance or down payment; otherwise dates and deadlines will be extended accordingly. If, prior to delivery, the buyer requests a different version of the ordered goods at any point, the delivery period will be interrupted until the date of notification of the version and, if necessary, extended by the time required for the other version.
- 5.5 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the buyer of this immediately and at the same time communicate the expected new delivery deadline. If the service is also not available within the new delivery period, we will inform the buyer of this immediately and are entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already provided by the buyer. A case of unavailability of the service

in this sense is, in particular, incorrect or untimely delivery by our suppliers if we have concluded a congruent hedging transaction, neither we nor our suppliers are at fault, or we are not obliged to procure in individual cases. The buyer's right to withdraw from the contract in accordance with statutory provisions remains unaffected.

- 5.6 We are in default only if the buyer sends a written reminder after the due date.
- 5.7 In the event of a delay in delivery, the buyer has legal rights. Clause 10 applies to claims of the buyer for damages and/or reimbursement of expenses.
- 5.8 We are entitled to make partial deliveries if (I) the partial delivery can be used by the buyer within the scope of the contractual purpose, (II) the delivery of the remaining ordered goods is ensured and (III) the buyer does not incur any significant additional work or additional costs as a result (unless we agree to bear these costs).
- 5.9 In the case of call orders, we must be informed of the calls in good time so that proper manufacture and delivery is possible. Call orders must be called within twelve months of the order unless other fixed dates have been agreed. If the call is not made or not in full within twelve months of the order or on the agreed call dates, the buyer is in default of acceptance.
- 5.10 If the buyer is in default of acceptance or violates his obligations to cooperate, we are entitled to demand compensation for the damage we have suffered, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the goods to be delivered is transferred to the buyer at the point in time at which the buyer is in default of acceptance.

6. Force majeure

- 6.1 If our deliveries or services are prevented, hindered or disrupted by force majeure, we shall be released from our performance obligations for the duration and to the extent of the impact, even if we are in default.
- 6.2 Force majeure is any event beyond our control that affects us in whole or in part in the fulfillment of our obligations; this includes in particular fire damage, floods, epidemics and pandemics, labor disputes, unrest, war or terrorist conflicts as well as operational disruptions or official orders for which we are not responsible. The same applies if we do not receive third-party approvals that are necessary for the execution of the deliveries in good time, although we have applied for them in good time.
- 6.3 If such events make the delivery or service significantly more difficult or impossible and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period.

7. Reusable transport material

Unless otherwise agreed, we shall invoice the buyer for reusable transport material (e.g. pallets) at the usual market prices, unless the buyer provides us with reusable transport material of the same type, quality and quantity in exchange upon delivery.

8. Retention of title

- 8.1 The delivered goods remain our property („reserved goods“) until the purchase price including all ancillary claims has been paid in full and all other claims, including future claims, arising from the entire business relationship have been paid. In the case of a current account, the retention of title applies as security for the balance claim. The buyer is not entitled to pledge the reserved goods to third parties or to assign them as security. The buyer stores the reserved goods for us free of charge.
- 8.2 If the buyer processes, combines or mixes the reserved goods with other goods, we acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the item as a whole. The co-ownership rights arising hereafter apply as reserved goods within the meaning of Section 8.1.
- 8.3 The buyer is entitled to sell the reserved goods in the ordinary course of business if he is not in arrears with our purchase price claims.
- 8.4 The buyer hereby assigns to us all claims that accrue to him from the resale of the goods subject to retention of title against third parties. We accept the assignment. If the reserved goods are sold after processing, connection or mixing, the assignment of the claim from the resale only applies up to the amount of the value of the reserved goods invoiced to the buyer by us. This also applies if the reserved goods are resold together with other goods that are also not our property.
- 8.5 The buyer is also authorized to collect the claim after the assignment. We can restrict the direct debit authorization for legitimate interests and revoke it for good cause, particularly in the event of default in payment. We can demand that the buyer informs us of the claims assigned to him and their debtors, provides all the information required for collection, hands over the relevant documents and discloses the assignment to his debtor.
- 8.6 We undertake to release the securities to which we are entitled under the above provisions at our option at the request of the buyer to the extent that their realizable value exceeds the claim to be secured by more than 10%.
- 8.7 The buyer must inform us immediately of any confiscation, foreclosure or other interventions by third parties affecting our property rights. The buyer has to bear the costs of the measures to eliminate the interventions of third parties, in particular the costs of any intervention processes.

9. Claims for defects

9.1 Scope of warranty

- 9.1.1 We guarantee the quality and properties according to the information in our order confirmation or the technical specifications agreed in writing.
- 9.1.2 Delivered hub gears may only be used in the rear wheel of a bicycle for the usual purposes of rear wheel hub gears and in accordance with all legal, official and safety-related requirements and the information in our order confirmation or the technical specifications agreed in writing. This also applies to the accessories supplied and all other components. The buyer agrees not to use the delivered goods for any other purpose. If Buyer uses the delivered goods for any other purpose or in any way (I) Buyer acknowledges that such use or sale is at Buyer's sole risk; (II) Buyer agrees that we shall not be liable in whole or in part for any claim or damage arising out of such use; and (III) the buyer agrees to indemnify us against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale defend and hold harmless.
- 9.1.3 The lack of suitability of the delivered goods for a purpose desired by the buyer only constitutes a defect if we have expressly confirmed the suitability for this purpose.
- 9.1.4 Our products meet the legal requirements in the European Union (EU) where necessary. We only guarantee compliance with legal requirements in countries outside the EU if this has been expressly agreed.

9.2 Examination of goods; Notification of defects

- 9.2.1 Delivered goods must be carefully inspected by the buyer immediately after delivery; with regard to obvious defects, it is deemed to have been approved by the buyer if he does not notify us in writing immediately, at the latest within five working days (Monday to Friday excluding public holidays at the buyer's registered office) after delivery. With regard to other defects, the goods are deemed to have been approved by the buyer if he does not notify us in writing immediately, at the latest within five working days after the point in time at which the defect became apparent; if the defect was already apparent at an earlier point in time during normal use, this earlier point in time is decisive for the beginning of the complaint period. In the case of goods intended for installation or other further processing, an inspection must be carried out immediately before installation or processing.
- 9.2.2 For the rest, § 377 HGB applies.
- 9.2.3 If the notice of defects is unfounded and the buyer has recognized this or negligently failed to recognize this, the buyer is obliged to reimburse us for the expenses incurred for the inspection.

9.3 Warranty claims

- 9.3.1 In the event of defects, we will either remedy the defect or deliver a new one (subsequent performance) at our discre-

tion. Our right to refuse supplementary performance under the statutory requirements remains unaffected. In the event of failure, unreasonableness or refusal of supplementary performance, the buyer can reduce the price or - in the case of not only insignificant defects - withdraw from the contract; if we are responsible for the defect, the buyer can demand compensation within the limits of clause 10.

- 9.3.2 The buyer must give us the time and opportunity required for the supplementary performance owed, in particular to hand over the goods complained about for inspection purposes. In the case of a replacement delivery, the buyer must return the defective item to us at our request in accordance with the statutory provisions; However, the buyer does not have a right of return. Subsequent performance does not include the disassembly, removal or disinstallation of the defective item, nor the installation, attachment or installation of a defect-free item if we were not originally obliged to provide these services; Buyer's claims for reimbursement of corresponding costs („removal and installation costs“) remain unaffected.
- 9.3.3 The expenses required for the purpose of testing and subsequent performance, in particular transport, travel, labor and material costs and any dismantling and installation costs shall be borne or reimbursed by us in accordance with the statutory provisions and the conditions of sale, if there is actually a defect -lies. Otherwise, we can demand reimbursement from the buyer for the costs incurred from the unjustified request for defect removal if the buyer knew or negligently did not know that there was actually no defect.
- 9.3.4 We are entitled to make the supplementary performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a part of the purchase price that is proportionate to the defect.

10. Liability

- 10.1 Our liability for damages and reimbursement of expenses for slight negligence, in particular due to breach of obligations arising from the contractual obligation and from tortious acts, is excluded, unless we have breached a material contractual obligation, i.e. an obligation whose fulfillment is necessary for the proper execution of the contract made possible in the first place or compliance with which the buyer may regularly rely. In this case, our liability is limited to the damage typical of the contract, which we had to reckon with when the contract was concluded due to the circumstances known to us. In addition, indirect damage and consequential damage resulting from defects in the delivered goods can only be compensated if such damage is typically to be expected when the delivered goods are used as intended.
- 10.2 The buyer is obliged to draw our attention to the risk of unusually high damage with each order, expressly and in writing;

otherwise we shall not be liable for such damage. An unusually high damage is present in particular if the buyer has committed himself to his customers or other third parties to pay a contractual penalty, a lump sum for damages or other payment in the event of a defect or delay that is related to our service to the buyer.

- 10.3 However, our liability for damage resulting from injury to body, life or health, for intent and gross negligence, for the lack of a guaranteed quality and according to the Product Liability Act is unlimited.
- 10.4 The above liability regulations apply to the same extent in favor of our organs, legal representatives, employees and other vicarious agents.

11. Limitation of claims for defects and compensation

- 11.1 The statute of limitation for claims by the buyer due to a defect is reduced to one year. If acceptance has been agreed, the limitation period begins with acceptance.
- 11.2 The statute of limitation is also one year for claims by the buyer for damages and reimbursement of expenses that are not based on a defect in the goods.
- 11.3 This does not affect liability for intentional or grossly negligent breaches of duty and liability for damage resulting from injury to life, limb or health and for liability under the Product Liability Act. The statute of limitation for statutory rights of recourse of the buyer also remains unaffected.

12. Governing law; Jurisdiction, Place of performance

- 12.1 The law of the Federal Republic of Germany applies. The UN Sales Convention (CISG) is excluded.
- 12.2 If the buyer is a merchant, a legal entity under public law or a special fund under public law or if he does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship is at our place of business or at our discretion also at the buyer's place of business. In these cases, however, our place of business is the exclusive place of jurisdiction for lawsuits against us. Mandatory legal provisions on exclusive places of jurisdiction remain unaffected by this regulation.
- 12.3 The place of performance for all obligations arising from the contractual relationship, in particular for delivery and payment, is at our place of business.

13. Severability clause

Should a provision in these terms of sale be or become invalid, this shall not affect the validity of the other provisions.