

# Allgemeine Verkaufs- und Lieferbedingungen (Internetshop [www.vacuum-shop.com](http://www.vacuum-shop.com))

## I. B2B-Internetshop, Scope of the GTC

1. The offers in our internet shop are addressed exclusively to customers who are entrepreneurs within the meaning of Article 14 of the German Civil Code (BGB) as well as legal entities under public law and special funds under public law. Consumers within the meaning of Article 13 of the German Civil Code (BGB) are excluded from the use of our online shop.

2. These Terms and Conditions of Sale and Delivery (GTC) apply exclusively to all deliveries and other services between Pfeiffer Vacuum Components & Solutions GmbH (hereinafter also referred to as "Pfeiffer" or "Seller") and the customer, who is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), as well as legal entities under public law and special funds under public law. These GTC do not apply to consumers within the meaning of Article 13 of the German Civil Code (BGB).

3. Differing GTC or Terms and Conditions of Purchase of the customer are hereby expressly contradicted. As a supplier, we carry out deliveries and services exclusively under these conditions. Differing terms and conditions only become part of the contract and apply only if the differing terms and conditions do not contradict with this GTC and only if we expressly confirm their validity.

## II. Offer and Conclusion

1. The process of the online order will be explained to the customer on the corresponding website. The customer has available options to correct his entries, to cancel or reset the whole order form. Their usage is explained.

2. The offered contract languages for the execution of the online order are indicated. If Pfeiffer stores the text of the contract, the customer will be informed of this. He will also be informed of the possibility of retrieving the text of the contract later.

3. The presentation or the promotion of products in our online shop does not constitute a binding offer to conclude a purchase contract. By clicking the button "liable to pay", the customer offers Pfeiffer the conclusion of the purchase contract in a binding manner. The customer will receive a confirmation of receipt of his order by electronic. In the online shop, after clicking the button "buy now for a fee", the customer's order will be sent to us. The order represents a legally binding offer to which the customer is bound for 7 calendar days.

4. A contract between the customer and us is concluded by our subsequent acceptance declaration via e-mail or through the delivery of the ordered goods.

## III. Prices and payment

1. The prices apply ex works or from the local sales warehouse from which the shipment takes place. They include loading in the factory or sales warehouse, but not packaging and statutory sales tax. The customer is responsible for any customs duties, fees, taxes and other public charges.

2. The purchase price is due and payable after receipt of the invoice within 10 days with a 2% discount or within 30 days net. The place of fulfillment for the purchase price payment is the Seller's registered office.

3. The customer is in default after 30 days from receipt of the invoice. During the default, the customer has to pay interest on the purchase price at the applicable default interest rate, currently 9 percentage points above the respective base interest rate. In addition, a flat rate damages fee of €40.00 applies. The Seller reserves the right to assert further damages caused by delay, deducting them from the flat rate for damages caused by delay.

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4. If circumstances occur that are likely to reduce the customer's creditworthiness (e.g. repeated default), the Seller can immediately declare all claims arising from the business relationship due and demand for immediate payment, regardless of agreed payment terms. Further deliveries may depend on the customer's advance payment.

5. The customer only has the right to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or legally established.

6. The minimum order value is € 50.00 per order.

### **IV. Delivery, delivery dates, delivery delays**

1. Partial deliveries are permitted insofar as this is reasonable for the customer.

2. Delivery dates are only binding if the Seller expressly confirms them. The delivery period is extended appropriately, if the customer delays or fails to perform necessary or agreed cooperation actions.

3. If the Seller does not comply with binding delivery deadlines for reasons beyond his control, he will inform the customer of this immediately and at the same time inform about the expected, new delivery deadline. If the service is not available within the new delivery period, the customer is entitled to withdraw from the contract in whole or in part; any considerations already provided by the customer must be reimbursed immediately. A case of non-availability of the service applies in particular to the late self-delivery by suppliers, if neither the Seller nor the supplier is at fault.

4. If the dispatch or the acceptance of the delivery item is delayed for reasons for which the customer is responsible, the customer will be charged for the costs incurred due to the delay, starting one month after the notification of readiness for dispatch or acceptance.

5. If non-compliance with the delivery time is due to force majeure, labor disputes or other events that are beyond our control, the delivery time will be extended appropriately. This also applies if the circumstances occur with the subcontractors. We are also not responsible for the aforementioned circumstances, even if they arise during an already existing delay. We will inform the customer of the beginning and of the end of such obstacles as soon as possible.

### **V. Transfer of risk**

The risk of accidental loss and accidental deterioration of the goods passes to the customer upon handover at the latest. If the Seller sends the goods to a location other than the place of performance at the customer's request (mail order purchase), the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay passes already with the delivery of the goods to the freight forwarder, carrier or other sender. If an acceptance has been agreed, this is the relevant point in time for the transfer of risk.

### **VI. Retention of title**

1. We reserve the ownership of the delivery item until receipt of all payments - including the payment of any additional services owed - from the delivery contract and until the satisfaction of all claims to which we or our group companies are entitled against the customer or its group companies on other legal grounds.

2. If the customer is a dealer or processor, he is revocably authorized to combine and/or process and/or resell the delivered goods in the ordinary course of business. The customer

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hereby assigns his claims from the resale (in the case of combination and/or processing in proportion to the ratio of the value of our goods to the manufacturing costs of the entire product) to us. We accept the assignment. As a trustee for us, the customer is entitled to collect the assigned claims as long as he meets his payment obligations to us and does not experience financial collapse. If the value of the securities exceeds the receivables to secure by more than 10%, we must release the securities in excess of 110%.

3. The customer may neither pledge the delivery item nor assign it as security. In the event of attachments, seizures or other third-parties dispositions, he must inform us immediately.

4. If the customer behaves in breach of contract, particularly in the event of default of payment, we are entitled to take back the delivery item after a reminder and the customer is obliged to return it. The assertion of the retention of title as well as the seizure of the delivery item by us do not constitute a withdrawal from the contract.

5. The application to open insolvency proceedings entitles us to withdraw from the contract and demand the immediate return of the delivery item.

### **VII. Material defects, Defects of Title and Material Defects**

For material defects and for defects of title of the delivery, we provide warranty to the exclusion of further claims – subject to Section VIII – as follows:

1. A quality or durability guarantee is only deemed to have been accepted by the Seller if the Seller expressly declares its acceptance in writing. If a contractual object does not have an agreed quality, the customer has the legal rights due to a defect. A special guarantee from which additional rights arise is not assumed. Nor does an agreement regarding the quality of goods create stricter liability than provided for by law. Public statements, advertisements or advertising statements from the Seller do not constitute a contractual statement of quality.

2. The customer is obliged to report any defects in writing immediately, no later than 5 working days after receipt of the goods at the destination. Defects that cannot be discovered within this period even after careful inspection must be reported in writing immediately after discovery, or at the latest within 5 working days of discovery. If the complaint deadline is not met, the goods are deemed to have been approved.

3. If defects are proven, the Seller will, at his own discretion, either eliminate the defects free of charge or deliver a replacement free of charge. The Seller must be given the opportunity to supplementary performance within a reasonable period of time. If the Seller does not fulfill these obligations or does not comply with them within a reasonable period of time in accordance with the contract, the customer must set a reasonable deadline in writing or in text form within which the Seller must fulfill its obligations. If this period has expired without result, the customer can request a reduction in the price or withdraw from the contract. There are no claims for defects that only insignificantly reduce the value or suitability of the goods, with the exception of claims for reduction.

4. Of the costs arising from the repair or replacement delivery, we will bear - if the complaint turns out to be justified - the costs of the replacement item including shipping as well as the reasonable costs of removal and installation, furthermore if this is reasonably required in the individual case the costs of any necessary provision of our fitters and assistants.

5. No warranty is given in particular in the following cases: use of non-original spare parts, unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent handling, improper maintenance,

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unsuitable operating materials, defective Construction work, unsuitable subsoil, chemical, electrochemical, radioactive or electrical influences, unless we are responsible for them.

6. If the customer or a third party makes repairs improperly, we have no liability for the resulting consequences. The same applies to changes to the delivery item made by the customer or third parties without our prior consent.

7. The warranty period for defects is 12 months from delivery of the item. This does not apply in the cases mentioned in Section VIII.1 of these General Terms and Conditions. The limitation period in the event of a delivery recourse according to § 445b BGB remains unaffected. In the event of recourse by an entrepreneur (§ 445 a BGB), it is assumed that there were no defects at the time of transfer of risk to the buyer if the buyer duly inspected the goods delivered by us in accordance with Section VII.2 of these General Terms and Conditions but did not report any defects, unless this presumption is incompatible with the nature of the item or defect.

8. If the use of the delivery item leads to an infringement of industrial property rights or copyrights, we will, at our expense, generally provide the customer with the right to further use or modify the delivery item in a manner that is reasonable for the customer in such a way that the infringement of intellectual property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer is entitled to withdraw from the contract. Under the conditions mentioned, we also have the right to withdraw from the contract. In addition, we will release the customer from undisputed or legally established claims of the relevant property rights holders.

9. Our obligations stated in Section VII. 8 are final, subject to Section VIII., in the event of an infringement of property rights or copyrights.

They only exist if

- the customer informs us about asserted property rights or copyrights infringements,
- the customer supports us to an appropriate extent in defending against the asserted claims or enables us to carry out the modification measures in accordance with Section VII. 8,
- we reserve the right to take all defensive measures, including out-of-court settlements,
- the defect of title is not based on an instruction from the customer and
- the infringement was not caused by the customer changing the delivery item on his own authority or using it in a manner that was not in accordance with the contract.

### **VIII. Liability**

1. In case of breaches of duty, Pfeiffer is liable without limitation for damages to life, body and health that are based on an intentional or negligent breach of duty by Pfeiffer, its legal representatives or vicarious agents. Pfeiffer is also liable without limitation for damages that are covered by the liability under the Product Liability Law, as well as for damages based on intentional or grossly negligent breaches of duty and on fraudulent intent or the assumption of a guarantee.

2. Pfeiffer is also liable for damages resulting from breaches of duty caused by simple negligence, insofar as this negligence concerns the breach of contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the contractual partner regularly relies and may rely (so-called cardinal obligations,

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such as defect-free performance or delivery of the item). However, Pfeiffer is only liable if the damage is typically associated with the contract and foreseeable and is limited to a maximum amount of € 25,000.00 per case of damage.

3. The limitations of liability contained in the above sentences also apply as far as the liability for Pfeiffer's legal representatives, executive employees and other vicarious agents is affected. Any further liability is excluded regardless of the legal nature of the asserted claim. To the extent that Pfeiffer's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and other vicarious agents.

4. Claims for damages expire after one calendar year from delivery of the item, regardless of whether the customer is aware of the cause of the damage and/or who caused the damage. The short limitation period does not apply in the cases mentioned in Section VIII.1 of these General Terms and Conditions.

5. Unless expressly otherwise agreed, Pfeiffer is not obliged to pay a contractual penalty or to pay flat-rate compensation for damages or expenses in cases of damage.

### **IX. Data protection**

Pfeiffer is responsible under data protection law for the processing of the customer's personal data for the purpose of executing the contract in accordance with Article 6 Para. 1 lit. b. GDPR. The customers' personal data is processed exclusively for the implementation and processing of the contract. Personal data will not be passed on to third parties for purposes other than contract fulfillment without the customer's consent. The data will be deleted as soon as they are no longer required for the purpose of their processing, unless Pfeiffer is required to store it for a longer period in accordance with Art. 6 Para. 1 lit. c. GDPR due to tax and commercial law retention and documentation obligations committed to the data or the customer has requested further storage in accordance with Art. 6 Para. 1 lit. a. GDPR has consented. The applicable data protection law grants the customer the following affected rights towards Pfeiffer with regard to the processing of personal data:

- Right to information in accordance with Art. 15 GDPR,
- Right to correction in accordance with Art. 16 GDPR,
- Right to deletion in accordance with Art. 17 GDPR,
- Right to restriction of processing according to 18 GDPR
- Right to information in accordance with Art. 19 GDPR,
- Right to data portability in accordance with Article 20 GDPR;
- Right to revoke consent given in accordance with Art. 7 Para. 3 GDPR and
- Right to complain at the Supervisory authority in accordance with Article 77 GDPR.

Further information on data protection can be found at [www.vacuum-shop.com](http://www.vacuum-shop.com).

### **X. Software Usage**

If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the intended delivery item. Using the software on more than one system is prohibited. The customer may only reproduce, revise, translate the software or convert the object code into the source code to the extent permitted by law (§§ 69 a ff. German copyright law (UrhG)). The customer undertakes not to remove or change manufacturer information or our information - in particular copyright notices - without our prior express consent. All other rights to the software and the documentation, including copies, remain with us or with the software supplier. The granting of sublicenses is not permitted.

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### **XI. Applicable law, place of jurisdiction, written and text form**

1. The current law of the Federal Republic of Germany applies exclusively to all legal relationships between us and the customer, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules of international private law. This also applies to foreign transactions.
2. The place of jurisdiction is the court responsible for our registered office. However, we are entitled to file a lawsuit at the customer's headquarters.
3. To the extent that written form is required in these General Terms and Conditions, the written form is also maintained by complying with the text form (e.g. e-mail or fax).

As of: August 2024