General Standard Terms and Conditions of Business (GTC) of Höcherl & Hackl GmbH (H&H)

Version 01.01.2026

§ 1 General Information - Scope of Application

(1) Our General Standard Terms and Conditions of Business shall apply exclusively; we shall not recognize any terms or conditions on the part of the customer that oppose or deviate from our General Standard Terms and Conditions of Business unless we have expressly agreed to their applicability in writing. Our General Standard Terms and Conditions of Business shall apply even if we carry out delivery to the customer without reservation in the knowledge of terms or conditions on the part of the customer that oppose or deviate from our General Standard Terms and Conditions of Business.
(2) Any agreements reached between us and the customer for the purpose of performance of the present agreement shall be recorded in the present agreement in writing.
(3) Our General Standard Terms and Conditions of Business shall apply only with regard to entrepreneurs within the meaning of Section 310 Paragraph 1 of the German Commercial Code [BGB].
(4) We operate under the name: H&H Höcherl & Hackl GmbH, Industriestr. 13, 94357 Konzell, Germany, Tel.: +49 (0) 9963/94301-0, Fax: +49 (0) 9963/94301-84, E-mail: office@hoecherl-hackl.com.

§ 2 Offer - Performance Specifications

(1) If the purchase order is to be qualified as an offer in accordance with Section 145 of the German Civil Code [BGB], then we can accept such within a period of two weeks.
(2) The performance specifications applicable upon conclusion of contract shall form the scope of the service to be provided. In the case of subsequent changes, the additions and/or deletions shall be charged and/or credited in accordance with the expenditure.

§ 3 Offer Documents

(1) We reserve the right of ownership and copyright to illustrations, drawings, drafts, circuit diagrams, calculations and other documents. This provision shall also apply to those written documents designated as "confidential." The customer shall be required to obtain our express consent in writing prior to disclosure to third parties.
(2) Any and all documents shall be immediately returned or destroyed to the extent that an order is not placed.

§ 4 Delivery Period

(1) Commencement of the delivery period indicated by us presupposes clarification of all technical matters.
(2) Compliance with our delivery obligation also presupposes timely and proper fulfillment of customer obligations. The plea of nonperformance of the agreement shall remain reserved.
(3) If the customer is in default of acceptance or culpably violates any other duties to cooperate, then we shall be entitled to require compensation for the damage and any additional expenditures incurred as a result. The right to assert other rights or claims shall be reserved.
(4) Insofar as the prerequisites of Paragraph (3) are given, then the risk of accidental perishing or deterioration of the purchase item shall pass to customer at the point in time in which the purchaser defaults on acceptance or is in debtor's delay.
(5) We shall be liable in accordance with statutory provisions insofar as the underlying purchase agreement represents a fixed-date purchase within the meaning of Section 286 Paragraph 2 No. 4 of the German Civil Code [BGB] or Section 376 of the German Commercial Code [HGB]. We shall also be liable in accordance with statutory provisions if as a consequence of a delay in delivery for which we may be held responsible the customer is entitled to assert that the customer's interest in further performance of the agreement has ceased.
(6) Furthermore, we shall be liable in accordance with statutory provisions if delay of delivery is based on intentional or grossly negligent violation of contract for which we may be held responsible; we shall be attributed culpability on the part of our representatives or vicarious agents. Insofar as delay of delivery is based on intent or grossly negligent violation of contract for which we may be held responsible, then our liability for payment of damages shall be limited to foreseeable, typically occurring damage.
(7) We shall also be liable in accordance with statutory provisions if delay of delivery is based on culpable violation of a material contract obligation; in this case, however, liability for payment of damages shall be limited to foreseeable, typically occurring damage.

§ 5 Prices and Terms of Payment

(1) Unless otherwise indicated in the confirmation of order our prices shall apply "ex factory" including packaging; exceptions for special packaging see §9 Packaging. Transport costs and special packaging will be invoiced separately. We shall reserve the right to accordingly modify our prices if after conclusion of the agreement cost increases occur, in particular due to collective wage agreements or changes in the price of materials. We shall be obliged to proceed in the same manner in the event of cost reductions. We shall verify both cost increases and cost reductions to the customer on request insofar and once they occur.
(2) Our prices do not include the legally valid value added tax; it shall be shown separately in the invoice in the respective legally valid amount on the day of the invoice. As a rule the day of invoicing shall be the date of dispatch or the day of readiness for shipment.
(3) The net purchase price (without any deduction) shall be due for payment within 30 days as of the date of invoice unless otherwise indicated in the order confirmation. Statutory regulations shall apply with regard to the consequences of delayed payment.
As of a net order value of EUR 50,000 a 30% prepayment upon order receipt and 70% as of the date of invoice shall apply. In the case of the prepayment obligation calculation of the delivery period begins only when the complete prepayment amount is credited to our bank account.
(4) If payment is made in advance upon order confirmation, then a total of 2% may be discounted. Any other discount deduction requires special written agreement.
(5) The discount for payment in advance upon order confirmation expires 14 days after the invoice date. In the case of payment in advance upon order confirmation, the delivery time shall begin only after the full amount has been credited to our bank account.
(6) We reserve the right to deliver only against advance payment for first-time customers and delinquent customers.
(7) The customer shall be entitled to assert rights to setoff only if the customer's counterclaims are the subject of a declaratory judgment, are undisputed or have been recognized by us. Furthermore, the customer may only exercise a right of retention only insofar as the counterclaim is based on the same contractual relationship.
(8) For repair orders, a cost estimate is valid for 60 days from the date of issue. If it is not objected to within this time or if we do not receive a repair order, we will reserve the right to charge storage costs at the rate stated in our current price list for each month or part thereof.

§ 6 Cancellation Regulation

Unilateral cancellation of the order shall be excluded. In the case of cancellation overall cancellation fees in the amount of 30% of the net order value shall become due. A deviating agreement, e.g. in the case of special equipment shall remain reserved.

§ 7 Terms and Conditions of Delivery - Passage of the Risk

(1) Unless otherwise indicated in the confirmation of order carriage and insurance paid delivery "CIP" (Incoterms® 2020, ICC) shall be agreed. This means that we deliver the commodity to the carrier or another person designated by us – if agree: at an agreed location – and that we conclude the shipping agreement and pay the freight charges incurred for transport of the commodity up to the designated place of destination. We also conclude a contract of insurance against the risk of loss for which the customer shall be responsible or damage to the commodity during transport. The customer shall charged extra for the cost of insurance and transport; exceptions shall require written agreement. Passage of the risk shall be effected with delivery to the carrier or the other designated person.
(2) We shall be entitled to make partial deliveries.
(3) In the case of default of acceptance the customer shall be responsible for any associated costs as a result, in particular storage costs.
(4) Deliveries are generally made to the sales partner's registerd office. Direct deliveries to end customers require prior written agreement with us.

§ 8 Export Control

(1) We have no obligation to make deliveries concerning those goods that are in regard to an export control subjects to an authorization requirement by relevant export regulations and embargos, especially of the European Union (EU), Germany respectively other member states and the USA because of their kind or their purpose of use or the designated end-use.
(2) If the customer exports the goods, he has to check whether there are any export restrictions and he has to ensure that the goods do not refer to any armour-relevant, nuclear or gun concerning facilities and / or uses or see use in these things. Furthermore he has to ensure that these goods are not passed to a company or to people, that are named within the framework of an embargo and/or an export restriction of the federal republic of Germany, of the EU or the US abstractly or concretely, and are not delivered to any military recipients.
(3) The customer dispenses us from all damages that result from culpable violation of the prementioned duties according to section 1) and 2).

§ 9 Packaging

(1) The device packaging is charged in the device price. Special packaging for e.g. cables shall be charged separately.
(2) The type and extent of packaging shall be accordingly selected for the respective purpose.
(3) The packaging shall be taken back without remuneration if it is delivered free of charge.
(4) Packaging shall also be used several times in the interest of environmental protection.

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§ 10 Liability for Defects

(1) The customer's claims related to defects shall presuppose that the customer has properly complied with the customer's obligations to inspect and report in accordance with Section 377 of the German Commercial Code [HGB].
(2) If a defect is present in the purchase item, then the customer shall have the option of requiring subsequent performance through elimination of the defect or delivery of a new item free of defects. The place of subsequent performance shall be our principal place of business in Konzell (cf. Section 1 IV); there is where examination of the asserted defect also takes place. The customer shall be responsible for forwarding expenses to us. After subsequent performance the purchase item shall be shipped to the original place of performance; we shall assume the costs of return to the customer. If after consultation with us a warranty repair should take place locally through one or more of our staff, then the material and resulting hours of work shall not be invoiced. The costs of travel and the return journey, mileage and, if necessary, overnight accommodations shall be invoiced.
(3) If subsequent performance fails, then the customer shall have the option of rescission or requiring a reduction.
(4) We shall be liable in accordance with statutory provisions in the event that the customer asserts claims for damages based on intent or gross negligence, including the intent or gross negligence of our representatives or vicarious agents. If we are not held responsible for deliberate violation of contract, then liability for the payment of damages shall be limited to foreseeable, typically occurring damage.
(5) We shall be liable in accordance with statutory provisions insofar as we culpably violate a material contract obligation; however, the liability for the payment of damages shall be limited to foreseeable, typically occurring damage in this case as well. A material contract obligation shall be given if the violation of duty involves a duty, the performance of which the customer has relied upon and is entitled to rely upon.
(6) Insofar as the customer is entitled in all other respects to replacement of the loss instead of performance, our liability shall be limited to foreseeable, typically occurring damage.
(7) Liability due to culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability in accordance with product liability law.
(8) Liability shall be excluded unless otherwise regulated in the above.
(9) The period of limitation for claims related to defects shall amount to 12 months as of passage of the risk. This shall not apply insofar as the purchase item is normally used for a building and is responsible for the defect.
(10) The period of limitation in the case of a delivery claim to damages in accordance with Sections 478, 479 of the German Civil Code [BGB] shall remain unaffected; it shall amount to five years as of delivery of the defective item.
(11) Required material and working hours shall be calculated following elapse of the warranty period. The purchaser of the service (customer) shall be responsible for both the forwarding expenses to us and return shipment. In the case of on site repairs the costs of travel and the return journey, mileage and, if necessary, overnight accommodations shall be additionally invoiced. The customer shall be charged for any and all costs in the case of unwarranted complaints. A lump sum service fee shall be charged if no error can be determined or if the purchaser of the service (customer) does not wish to have a repair.

§ 11 Joint and Several Liability

(1) Any other liability for payment of damages than provided for in Section 10 shall be excluded without consideration of the legal nature of the claim asserted. This applies in particular to claims for damages from culpability upon conclusion of contract due to other violations of duty or because of claims in tort for the replacement of property damage in accordance with Section 823 of the German Civil Code [BGB].
(2) Limitation in accordance with Paragraph (1) shall also apply instead of a claim to replacement of the damage the customer requires replacement of useless expenditure instead of performance.
(3) If liability for compensation against us is limited or excluded, then this shall also apply with regard to the personal liability for payment of damages on the part of our staff, employees, coworkers, representatives and vicarious agents.

§ 12 Retention of Title

(1) We reserve the right to ownership of the purchase item until receipt of all payments based on the supply agreement. In the event that the purchaser engages in behavior contrary to the terms of the agreement, in particular in the case of delay of payment, we shall be entitled to repossess the purchase item. Repossession of the purchase item by us shall be equivalent to cancellation of the agreement. We shall be entitled to exploit the purchase item following repossession of same, while the proceeds of any exploitation shall be set off with the customer's liabilities less reasonable exploitation costs.
(2) The customer shall be obliged to handle the purchase item with care; in particular the customer shall be obliged to sufficiently insure same for the reinstatement value at the customer's own expense against damage caused by fire, water and theft. If maintenance and inspection work are required, then the customer shall be responsible for timely performance of such.
(3) The customer shall be obliged to immediately notify us in writing in the event of attachment or any other interference by third parties so that we may file a complaint in accordance with Section 771 of the German Code of Civil Procedure [ZPO]. If the third party is unable to reimburse us for the court and out of court costs of a complaint in accordance with Section 771 ZPO, then the customer shall be liable for any loss that we may incur.
(4) The customer shall be entitled to resell the purchase item in the normal course of business; however, the customer shall hereby assign us any and all claims in the amount of the final invoice amount (including the value added tax) for our claim, which accrue to the customer from the latter's customers or third parties from resale, independently of whether the purchase item has been resold without or after processing. The customer shall remain authorized to collect the claim even after such assignment. Our power to collect the claim shall remain unaffected. However, we shall be obliged to refrain from collection of the claim as long as the customer meets the customer's payment obligations arising out of the collected proceeds, is not in delay of payment and in particular no request for institution of insolvency proceedings or composition has been submitted or suspension of payment. However, if this is the case, then we may require that the customer discloses the assigned claims and their debtors, provide any and all information required for collection, surrender the pertinent documents, while notifying respective the debtors (third parties) of assignment.
(5) Processing or reorganization of the purchase item by the customer shall always be performed for us. If the purchase item is processed with items that do not belong to us, then we shall acquire co-ownership of the new item in proportion to the value of the purchase item (final invoice amount including value added tax) to the other processed items at the time of processing. In all other respects the same shall apply for the item created through processing as in the case of the purchase item delivered with reservation.
(6) If the purchase item is inseparably commixed with items that do not belong to us, then we shall acquire co-ownership of the new item in proportion to the value of the purchase item (final invoice amount including value added tax) to the other commixed items at the time of commixture. If commixture takes place in such a way that the item belonging to the customer is to be regarded as the principal item, then it shall be agreed that the customer assigns us proportionate co-ownership. The customer shall safeguard the sole possession or joint possession thus created for us.
(7) The customer shall also assign us the claims to secure our claims against the customer which accrue from combination of the purchase item to real property against a third party.
(8) We shall be obliged to release the collateral to which we are entitled at the customer's request insofar as the realizable value of our collateral exceeds the respectively securable claims by more than 10%. We shall have the option of selecting the releasable collateral.

§ 13 Place of Performance, Place of Jurisdiction and Severability

(1) Insofar as the customer is a merchant our principal place of business shall be the place of jurisdiction; however, we shall also be entitled to bring action against the customer at the court responsible for the customer's place of domicile.
(2) The law prevailing in the Federal Republic of Germany shall apply; application of the United Nations (Vienna) Convention on Contracts for the International Sale of Goods (CISG) shall be excluded insofar as express reference is not made thereto in these terms and conditions.
(3) Unless otherwise indicated in the confirmation of order our principal place of business shall be the place of performance.
(4) Should one of the provisions or a part of a provision of the present agreement be or become invalid, then the validity of the remaining agreement shall not be affected. Instead of the invalid provision, an appropriate regulation shall apply which most closely approximates the intention of the contracting parties if they had considered the point upon conclusion of the present agreement.