Conditions

plus H GmbH & Co. KG

Terms of contract within the scope of purchase contracts concluded
between
plus H GmbH & Co KG, Ahornstraße 59, 08525 Plauen, Germany
– hereinafter referred to as **“plus H”** – and
the customers designated in § 2 of the contract
– hereinafter referred to as **“customer”** –
are concluded.

§ 1 Scope of application, definitions

(1) The following General Terms and Conditions shall apply exclusively to the business relationship between plus H and the customer in the version valid at the time of the order, unless they are amended by written agreement between the customer and plus H. The General Terms and Conditions shall not apply to the business relationship between plus H and the customer. Deviating or conflicting terms and conditions of the customer shall not be recognized unless plus H expressly agrees to their validity in writing.
(2) Our offer is exclusively directed to commercial customers and companies.
(3) The customer shall be notified of any changes to these terms and conditions in writing, by fax or by e-mail. If the customer does not object to this change within 4 weeks after receipt of the notification in writing, by fax or by e-mail, the changes shall be deemed accepted by the customer. The customer shall be informed separately of the right to object and the legal consequences of silence in the event of an amendment to the terms and conditions.

§ 2 Registration as a user

(1) The registration of the customer as a user in the trading system of plus H shall be free of charge.
(2) There shall be no entitlement to admission to the trading system of plus H. Only entrepreneurs within the meaning of § 14 BGB are entitled to participate. Registration is only possible upon presentation of the trade licence. At the request of plus H, the customer shall send plus H a copy of his identity card or name his VAT ID number and document entries in the register of companies.
(3) Upon registration, the customer receives a personal user name and a password. The customer is obligated to keep the password secret and not to disclose it to third parties under any circumstances.

§ 3 Data protection

(1) All personal data provided by the customer (title, name, address, date of birth, VAT ID number, e-mail address, telephone number, fax number, bank details, credit card number, etc.) will be used by plus H exclusively in accordance with the provisions of the applicable data protection law (currently DSGVO, BDSG-Neu and SächsDSDG).
(2) The personal data of the customer, as far as they are necessary for the establishment, the content or the modification of the contractual relationship (inventory data), will be used exclusively for the processing of the purchase contracts concluded between plus H and the customer, e.g. for the delivery of goods to the address indicated by the customer.
(3) Any further processing of the data will only be carried out by plus H or its suppliers for the following purposes:

– Store Finder Info on website of the brands distributed by plus H with address details (enables end consumers to find the nearest possible store with the corresponding goods).
– Newsletter information (monthly information on plus H product news and trends, etc.)
– Other information about the plus H product range (trade fair dates, promotional information, etc.)

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The data will be deleted within the applicable deletion periods.
Personal data will only be processed in compliance with the applicable data protection laws.
The processing of data in the sense of this point (2) is carried out on a voluntary basis by the customer. Consent may be refused without adverse consequences or revoked at any time with effect for the future. Contact address: E-mail: info@plus-h.de
In case of revocation, all data will be deleted at plus H upon receipt of the revocation declaration, unless there is a legal obligation to keep records.
(4) The personal data of the customer, which are necessary to enable and invoice the use of the offers of plus H (usage data), are initially also used exclusively for the processing of the purchase contracts concluded between plus H and the customer. Such usage data are, in particular, the characteristics for the identification of the customer as a user, information on the beginning and end as well as on the scope of the respective usage and information on the (tele-)media used by the customer as a user. Furthermore, plus H will use such usage data for the purpose of advertising, market research or for the demand-oriented design of (tele-)media for the creation of usage profiles using pseudonyms. The customer is entitled and has the possibility to object to this use of his usage data in writing or electronically. Under no circumstances will usage profiles be merged with the corresponding data.
(5) Plus H uses and partially stores cookies. The customer consents to the use and storage of cookies. The Customer is entitled and has the option to object to the use or storage of cookies in writing or electronically.
(6) Clicking the Facebook Like button causes personal data about a website visitor to be collected by a plug-in, transmitted to Facebook and linked to the visitor's account. The customer consents to the transfer of personal data to Facebook. As a precaution, plus H points out to the customer that Facebook reserves extensive rights in its GTC. Thus, Facebook may not only use these data for its own advertising, but also transfer and market them to third parties. plus H has no influence on these regulations.
(7) In addition, we refer to the data protection information of plus H. These are available at http://www.plus-h.de/cms/datenschutz.html. In case of contradictions, the provisions of this contract shall prevail.

§ 4 Conclusion of contract

(1) The presentation of the goods by plus H does not constitute a binding offer. The information on services and prices of plus H are non-binding and subject to change. Only the order of goods by the customer is a binding offer according to § 145 BGB. The acceptance of this offer by plus H shall be effected by an explicit order confirmation by e-mail or, at the latest, by sending the goods to the customer.
(2) The contract shall be concluded in German.

§ 5 Delivery, availability of goods

(1) Delivery times stated by plus H are subject to change.
(2) Plus H usually delivers the goods within 1-3 working days after order confirmation. This delivery period shall be extended in case of all obstacles for which plus H is not responsible and which could not be foreseen at the time of conclusion of the contract as well as in case of lack of availability of goods until the obstacles are removed and/or in case of lack of availability of goods the ordered goods are available again.
(3) The customer shall be informed immediately of the beginning and end of such obstacles and/or lack of availability of goods. In such cases, Plus H shall have the right to decide whether it will withdraw from the contract or provide the service.
(4) Plus H shall deliver worldwide, i.e. both to customers who can provide their usual place of residence (invoice address) as well as a delivery address in Germany, and to customers who can provide their usual place of residence (invoice address) as well as a delivery address within a member state of the European Union or within a third country.

§ 6 Transfer of risk; packaging

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(1) Loading as well as shipment shall take place uninsured at the risk of the customer.
(2) The risk of accidental loss or accidental deterioration of the goods shall pass to the customer in accordance with § 447 para. 1 BGB (German Civil Code) upon handover to the shipping company, at the latest upon leaving the warehouse.
(3) Any packaging in accordance with the Packaging Act shall not be taken back and shall be disposed of by the Customer at its own expense.
(4) In the event of a delay in dispatch at the request of the customer or for other reasons for which the customer is responsible, the goods shall be stored at the expense and risk of the customer. However, plus H shall not be obliged to do so. The notification of readiness for dispatch is equivalent to the dispatch.

§ 7 Retention of title; set-off

(1) The goods remain the property of plus H until the complete payment of all balance claims of plus H against the customer resulting from this contractual relationship. If the customer is in default with a payment for more than 10 days, plus H has the right to withdraw from the contract and to demand the return of the goods.
(2) The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, the customer already now assigns to plus H all claims arising from such a resale in the amount of the invoice value of plus H’s claim, regardless of whether such resale takes place before or after a possible processing of the goods delivered under retention of title.
(3) Irrespective of the authority of plus H to collect the claim itself, the customer shall remain authorized to collect the claim even after the assignment. In this context, plus H undertakes not to collect the claim as long and as far as the customer meets his payment obligations, no application for the opening of insolvency or similar proceedings has been filed and there is no cessation of payments. Insofar as the securities mentioned above exceed the claims to be secured by more than 10 %, plus H shall be obliged to release the securities according to its choice upon request of the customer.
(4) If the goods subject to retention of title are processed by the customer to a new movable item, the processing shall be carried out for plus H without the latter being obliged from this; the new item shall become the property of plus H. In case of processing together with goods not belonging to plus H, plus H shall acquire co-ownership of the new item according to the ratio of the value of the goods subject to retention of title to the other goods at the time of processing and the processing value. If the goods subject to retention of title are combined, mixed or blended with goods not belonging to plus H according to §§ 947, 948 BGB, plus H shall become co-owner according to the legal provisions. If the customer acquires sole ownership by combining, mixing or blending, he already now transfers co-ownership to plus H according to the ratio of the value of the goods subject to retention of title to the other goods at the time of combining, mixing or blending. In these cases, the customer shall store free of charge the item owned or co-owned by plus H, which shall also be considered as goods subject to retention of title in the sense of the above conditions.
(5) A set-off by the customer is only possible with claims recognized by plus H or legally established claims. This does not apply to a counterclaim due to a defect which is based on the same legal relationship as the claim of plus H.
(6) The customer is only entitled to exercise a right of retention insofar as his claim is based on the same legal relationship.

§ 8 Prices and shipping costs

(1) All prices stated by plus H are exclusive of the respective valid statutory value added tax. The respectively valid value added tax shall be shown separately in the invoice in the statutory amount on the day of invoicing.
(2) Plus H shall incur costs with regard to packaging, freight and other shipping costs.
(3) The estimated shipping costs will be indicated to the Customer in the order form and shall be borne by the Customer. An overview can be found at:
https://shop.plus-h.de/cms/versandkosten.html

§ 9 Terms of payment

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(1) Payment of the purchase price is due immediately upon conclusion of the contract (from order confirmation or delivery date). If the due date of the payment is determined by the calendar, the customer is already in default by missing the date. In this case, he shall pay plus H the statutory default interest (currently) in the amount of 9 percentage points above the base interest rate.
(2) The obligation of the customer to pay default interest does not exclude plus H from claiming further damages caused by default.
(3) Plus H shall be entitled to demand payment in advance (bank transfer) or cash on delivery from all new customers.
(4) If the customer is in default with the payment of an invoice in whole or in part, plus H shall be entitled to claim damages for default. For reminders, plus H may charge a reminder fee of EUR 7.50 per reminder, but only for a total of 2 reminders per occasion. The right of the customer to prove that a lower damage or no damage at all has occurred remains unaffected.

§ 10 Warranty; Taking back; Entrepreneur's recourse

(1) If the delivered goods are defective, the customer shall be entitled to demand subsequent performance. The right to choose the type of subsequent performance shall be at plus H's discretion. If the supplementary performance fails, the customer is entitled to reduce the purchase price or to withdraw from the contract.
(2) Prerequisite for any warranty rights is that the customer duly fulfils all inspection and complaint obligations owed according to § 377 HGB (German Commercial Code). The inspection and complaint period shall be 3 days.
(3) The examination to be carried out by the customer may only be carried out to the extent necessary, otherwise the goods cannot be taken back.
(4) The limitation period for warranty claims for the delivered goods is twelve months from receipt of the goods. This shall not apply if longer periods are prescribed by law, e.g. recourse claims § 479 para. 1 BGB.
(5) Recourse claims of the customer against plus H according to §§ 478, 479 BGB (German Civil Code) exist only if the claim by the consumer was justified and only to the legal extent, but not for goodwill provisions not agreed with the seller. Moreover, they shall presuppose the observance of all the customer's own obligations, in particular the observance of the obligations to give notice of defects.
(6) Plus H shall only accept the return of incorrectly delivered items or items incorrectly ordered by the customer under the following conditions:

- It is an item ordered by the customer from plus H and the delivered item does not correspond to the ordered item.
- The customer has duly fulfilled his obligation to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code) within 3 days.
- The item is in perfect and proper condition when returned to plus H, in particular no customer's prices are on the item or can be removed without leaving any residue, the item is also complete and is to be returned with packaging
- In addition, the conditions for return deposited at www.shop.plus-h.de shall apply in their current version.

(7) Excluded from the return are:

- special orders, order items, sold out items, special items, unless there is a defect.
- books, magazines, manuals
- Cut-to-size articles
- Postage will only be refunded if it is a defect for which plus H is responsible or the item was defective.

(8) When taking back articles, plus H is entitled to deduct the following deductions from the price of the goods and to claim them from the customer

- For goods which are taken back by plus H without legal obligation/as a gesture of goodwill: 50 % of the price of the goods.
- In all other cases 25% of the value of the goods, unless plus H is responsible for the reason for the return, e.g. in case of

a wrong delivery for which plus H is responsible.

§ 11 Liability; Default

(1) Claims of the customer for damages are excluded. Excluded from this are claims for damages of the customer resulting from injury to life, body, health or from the breach of essential contractual obligations (cardinal obligations) as well as the liability for other damages which are based on an intentional or grossly negligent breach of duty of plus H, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the goal of the contract.
(2) In the event of a breach of essential contractual obligations, plus H shall only be liable for the foreseeable damage typical for this type of contract if this was caused by simple negligence, unless it concerns claims for damages by the customer arising from injury to life, body or health.
(3) The restrictions under (1) and (2) shall also apply in favour of the legal representatives and vicarious agents of Plus H if claims are asserted directly against them.
(4) In the event that a delay in delivery for which plus H is responsible is based on the culpable breach of a contractual obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer regularly relies on and is entitled to rely on, plus H shall be entitled to claim damages.If the delay in delivery is due to a culpable breach of a contractual obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer regularly relies and may rely, and if plus H is responsible for a fault of its representatives or vicarious agents, plus H shall be liable according to the statutory provisions with the proviso that in this case the liability for damages is limited to the foreseeable, typically occurring damage.
(5) Otherwise, in case of a delay in delivery for which plus H is responsible, the customer may claim a lump-sum compensation in the amount of 3 % of the delivery price for each full week of delay. of the delivery value, however, not more than 15 % of the delivery value. Any further liability for a delay in delivery for which plus H is responsible is excluded. The further legal claims and rights of the customer, which he is entitled to in addition to the claim for damages due to a delay in delivery for which plus H is responsible, remain unaffected.
(6) The regulations of the product liability law remain unaffected.
(7) Data communication via the Internet, e-mail, telephone or fax cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. In this respect, Plus H shall not be liable for the constant or uninterrupted availability of these media and its online trading system.

§ 12 Copyrights; data Plus H article descriptions and directories; data

(1) plus H offers the customer the possibility to use product descriptions created by plus H (among others, description, EAN -/, GTIN-number) and an electronic article directory (“plusH article directory”) exclusively in the context of and for offering and reselling articles ordered from plus H. The use of product descriptions and directories for other purposes is expressly excluded. Any use for other purposes is expressly excluded.
(2) The plus H article directory (in paper form or digitally) contains, among other things, photos, article descriptions, EAN codes, GTIN numbers, manufacturer information, price tables including recommended retail prices for the articles of different manufacturers available at plus H. The customer is not entitled to use the plus H article directory for any other purpose. However, the customer has no claim against plus H for completeness, correctness, a certain content, scope, a certain composition, structuring and/or a maintenance or extension of the article directory.
(3) plus H is entitled at any time to restrict or completely withdraw a granted right of use of the article directory and product designations from the customer in terms of time and subject matter.

§ 13 Final provisions

Conditions

(1) Contracts between plus H and the customers are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
(2) The place of performance as well as the exclusive place of jurisdiction for all disputes arising from contractual relationships between the customer and plus H is the respective registered office of plus H, provided that the customer is a merchant or a legal entity under public law.
(3) Should individual provisions of this contract be or become invalid or contradict the legal regulations, this shall not affect the rest of the contract.