

## **General terms and conditions for business customers of the company Zeitlauf GmbH antriebstechnik & Co. KG „Online-Shop“**

### **§ 1 Field of application**

1. These general terms and conditions apply only to businessmen as defined in the § 14 BGB – called “you” – who place orders online via the internet portal [www.zeitlauf.com](http://www.zeitlauf.com) . Only business customers as defined in the § 14 BGB are allowed to place orders via this online-shop.
2. The products defined by our terms and conditions are all the products which can be found in our standard programme based on modular construction system and which are being offered online via our shop system.
3. Your use constitutes acceptance of these terms and conditions as at the date of your order on the site [www.zeitlauf.de](http://www.zeitlauf.de).

### **§ 2 Completion of contract**

1. Your order is an offer to Zeitlauf in order to achieve the completion of the contract. We will acknowledge receipt of your offer by means of an email or by a written declaration. However, this written declaration shall not imply yet the acceptance of the offer. The acceptance of the offer by Zeitlauf shall be made either by delivering the goods or by sending a written confirmation to you (eg. information concerning the transport sent by email). As soon as this confirmation has been sent, the completion of the contract has taken place.
2. After introducing all the data required in the order form, you will be able to check all the data you have filled in before you decide to submit. Thus, you will have the opportunity to change or correct the data you filled in.
3. The orders for the goods offered on this internet shop system will be received by Zeitlauf via the Internet. If the data transfer should be erroneous and the reason hereof cannot be found, then you must assume the risk. In order to fulfil your order, we have to save your personal details. However, we guarantee you a strict confidentiality.

### **§ 3 Delivery limitations and changes**

1. Unless otherwise stated in an explicit way, the offers made online by Zeitlauf are to be understood „while stocks last“. The presentation of the products is no binding offer of Zeitlauf.
2. You can order only maximum 20 gear motors per order from our standard programme based on the modular construction system.
3. If the good ordered or a similar product is not available, because Zeitlauf – through no fault of its own - has not been supplied with the products for a longer period, then Zeitlauf has the right to withdraw from the contract. In this case, however, you will be informed immediately that the delivery cannot take place. If the price has already been paid, then we will refund you the money immediately.

### **§ 4 Prices and Terms of Payment**

1. Unless otherwise stated, prices are quoted ex works plus the forwarding and packaging charges and plus statutory VAT (with the exception of any VAT changes). The prices and forwarding charges quoted in our online shop are net prices.

2. The payment of the goods takes place either before or at their delivery by means of credit card, on delivery in case of orders up to 2,500.00 euros, or by means of invoice if you are one of our regular customers. Zeitlauf points out explicitly that in case of payments on delivery the forwarding agent will accept only cash. If you fill in your credit card number in the order form, then Zeitlauf has the right to collect the price of the goods you ordered from your account.

3. In case of your default, Zeitlauf has the right to demand default interest which will be eight per cent points above the basis interest rate of the Deutsche Bundesbank at the time of the completion of contract. If you have caused provably a higher default damage to Zeitlauf, then we have the right to claim it.

4. You are not allowed to keep back payments and you are not allowed to offset because of any counterclaims brought against us but, however, contested.

5. The prices quoted on this internet shop system apply only to direct orders made via the Internet.

## **§ 5 Delivery**

1. All data regarding the specified delivery dates are always to be regarded as approximate and not binding, except if Zeitlauf has confirmed you explicitly other terms for your order.

2. In order to be able to fulfil the specified delivery date, the punctual receipt of all your documents and personal details is required as well as that you keep to our terms of payment and fulfil your various obligations.

3. The products will be delivered to the place which you named as your delivery address.

4. Interruption of operation of all kinds as well as all cases of force majeure or unforeseen impediments, which do not lie within our influence, lead to an appropriate prolongation of the delivery date. If it is unreasonable for you or for Zeitlauf to keep to the contract, then the right to rescind the contract and to cancel it applies to you as well as to Zeitlauf. If the purchase price has already been paid, then it will be refunded immediately.

5. Zeitlauf can refuse to deliver the goods, if the expenditure needed would be excessive, taking into account the content of the contract and the principle of equity and good faith as well as your interests in the completion of the contract.

6. If the delivery of the goods fails, then Zeitlauf shall not be obliged to deliver any more; if any payments have been done, then Zeitlauf will refund the money immediately minus a lump-sum operating cost of 15 per cent of the net value of the goods ordered plus forwarding charges which have already been paid by us.

7. If we delay to deliver due to our actual fault, then you shall set an appropriate delivery deadline of at least 18 working days in order to give us the possibility to fulfil our duty. Thereafter you have the statutory right to rescind the contract and to cancel it. The right to cancel the contract will be dropped if the neglect of duty regarding the delivery delay shall provably be irrelevant.

8. Zeitlauf points out that the design of the products can be subject to German and foreign legal regulations (especially to the US export regulations such as the "Table of Denial Orders" or the "US Denied Persons List / DPL") and that the responsible authorities can authorise it under reserve. You have to inform yourself about these legal regulations, provided that you have your office abroad or that you want to export the products. In this case, Zeitlauf will assume no liability. It is only you who has to respect the existing legal regulations concerning the export and import.

## **§ 6 Miscellaneous**

Unless otherwise stated, our [General Terms and Conditions](#) apply for business customers who want to place online orders.

## **§ 7 Applicable Law / Place of Jurisdiction**

The place of fulfilment for the services ordered shall be Lauf for both parties. The court of jurisdiction for all litigations, which result directly or indirectly from this contract, is the court of jurisdiction responsible for the area in

which Zeitlauf GmbH antriebstechnik & Co. KG has its office. Contracts made between business customers and Zeitlauf shall be governed only by German law and exclude expressly UN sales laws.

ZEITLAUF® GmbH antriebstechnik & Co KG

Industriestraße 9 D-91207 Lauf a. d. Pegnitz	Postfach 100130 D-91191 Lauf a. d. Pegnitz	Tel. +49 (0) 9123 / 9 45-0 Fax +49 (0) 9123 / 9 45-145	info@zeitlauf.com www.zeitlauf.com
-------------------------------------------------	-----------------------------------------------	-----------------------------------------------------------	---------------------------------------