

1 Scope

- 1) These General Terms and Conditions apply to all orders you place with Nano-Care Deutschland AG.
- 2) Our range of goods is aimed exclusively at companies within the meaning of Section 14 Paragraph 1 of the German Civil Code (BGB), in particular at tradespeople.
- 3) Sales to private individuals are explicitly ruled out.
- 4) Our contract language is exclusively German. If specific regulations require a translation, this must be expressly indicated by the purchaser.
- 5) All our offers, services and deliveries are made exclusively on the basis of these Terms and Conditions. Any differing general terms and conditions of our customers and business partners are expressly rejected. There are no differing terms and conditions incorporated into the contract.
- 6) These General Terms and Conditions apply to any business relationship, both for an initial contract and for continuing obligations and repeat business relationships.
- 7) The General Terms and Conditions may be accessed on our website <https://nano-care.com> at any time and printed out.
- 8) Otherwise, deviating conditions will be specified only in additional contracts which are to be regarded as additional conditions. They do not override these General Terms and Conditions.

2 Conclusion of the contract

- 1) The presentation of goods on our website does not constitute an offer to conclude a binding contract. It is a non-binding invitation to make a binding offer to conclude a contract. The offer will be accepted by us, insofar as this is possible.
- 2) A purchase contract with us only comes into force when we have expressly agreed to the purchase offer or send the goods without a separate prior agreement.
- 3) The prices listed on our website are net prices and are subject to change until the contract has been concluded.
- 4) The correct delivery address must be indicated during the order process. The address cannot be changed after a payment in advance has been received. All losses resulting from a delivery address being entered incorrectly must be borne by the purchaser.
- 5) The anticipated dispatch date stated in our order confirmation should be regarded as a non-binding provision date. The customer has no claim to dispatch of goods on this exact date.

3 Payment conditions, due date and default

- 1) The purchaser can choose to pay in advance following order confirmation, by direct debit or by invoice with a payment term specified by us.
- 2) If payment is made in advance, our bank details will be on the order confirmation. The payment term is seven working days, unless a different due date is expressly stated in the order confirmation.

In the case of payment in advance, a payment will be expected five days prior to the dispatch/provision date. Dispatch or provision will be delayed by each day of late payment.

Deliveries outside of the Federal Republic of Germany will always be made following payment in advance.

A customer outside of the Federal Republic of Germany shall bear the payment fees of the transfer (OUR) in full.

3) If payment is made by direct debit, our customer must ensure that the correct account information is sent to us and that the account has sufficient funds. If additional costs are incurred due to account information being provided incorrectly or other chargebacks due to insufficient funds, the customer is responsible for these costs.

4) If payment is made by invoice, the invoice amount must be transferred to the account indicated by us within seven working days, unless a different due date is expressly stated.

5) In the case of payments by bank transfer, the customer must ensure that the reference number is provided in the payment reference since the payment may otherwise not be assigned. This can lead to production and delivery being delayed due to lengthy inquiries.

6) Prior to generating an order confirmation, a credit check will be performed on our website using *Creditreform*. Only then will an order confirmation, together with payment methods, be sent to our customers.

7) The due date of the amounts to be paid will appear automatically without us having to separately indicate the (lapsed) due date.

8) If the due date lapses, our customer will automatically be in default of payment, without this requiring a separate notice. From the time of default, the customer is required to pay the legally stipulated default interest of 9 percentage points above the base interest rate (Section 288 BGB).

9) In the case of default of payment, we are entitled to transfer the matter to an attorney or debt collection agency to assert further claims and we reserve the right to demand further compensation.

4 Right of retention and off-setting

1) If you, as our customer, have a claim against us relating to the same contractual relationship, you are entitled to assert the right of retention based on this established counterclaim.

2) Off-setting against us can only be declared, if the counterclaim of our customer is not disputed by us or has been established by a final judgement.

5 Delivery conditions

1) Unless particular agreements have been made in writing, the ordered goods will be sent directly from our warehouse to the delivery address indicated by the customer.

2) External costs will be applied to exports for corresponding export documents and other certifications. These costs shall be borne in full by the customer.

3) There may be production and delivery delays due to force majeure.

6 Retention of title

1) We expressly reserve the right to ownership of our goods until our claims arising from the business relationship have been settled.

2) The customer is required to handle the goods with care.

3) If we assert retention of title, the customer must bear all costs associated with checking the suitability for further use and all other costs that may arise due to return of the goods (collection, dispatch, damage, etc.).

7 Duties of the customer

1) After the goods have been delivered, the customer is required to check the quantity, quality and functionality of the goods. Complaints must be lodged without delay.

“Without delay” is based on Section 121 BGB, i.e. without culpable delay. We use a period of 14 days as the upper limit for inspection and complaints.

2) The customer is expressly prohibited from using our products in aerosol form.

3) The customer must strictly observe our specifications for use (e.g. for storage) and use the products accordingly. Failure to do so will mean there will be no warranty or guarantee for any resulting damage.

4) If our customers resell our products, they must ensure that the goods are not resold under our own product names. Resale is permitted only in this case. Deviations from Section 7 (4) require a separate contract.

5) In the case of re-branding and putting the products into circulation, our customer is the “quasi-manufacturer”. According to the Product Safety Act (ProdSG), our customer therefore appears as the manufacturer externally, even though they are not the manufacturer. Our liability shall be excluded in the event of use in a manner not specified by us.

6) The customer is required to carry over our batch numbers to their labels in order to ensure continuous quality assurance.

7) The customer must observe our safety datasheets and provide their own safety datasheets in the case of resale. These safety datasheets must comply with local standards and legally applicable provisions.

8) In the case of intra-community trade, the customer must confirm receipt of the goods in another EU country in the form of an entry certificate. Should this not be signed, the customer will be charged VAT backdated for orders from the corresponding period. The customer shall be subject to immediate enforcement of the tax debt. In addition, further orders will automatically be charged with VAT.

8 Warranty and liability

1) Since we sell perishable goods in the form of chemicals, we do not accept returns. Returns would entail disproportionately complex and expensive checking in regards to the suitability of use of the goods.

2) The quality of our goods is determined solely according our information.

3) Any warranty is excluded, insofar as our customer does not immediately comply with the inspection and reporting duty incumbent upon them under Section 7 (1) of these General Terms and Conditions. This also applies to defects, so-called “hidden” defects that are discovered later.

4) The warranty claims of our customers are otherwise based on the statutory regulations of the Sales Law, Section 433 et seq. BGB with the following particularities.

5) If defects are reported by the customer, we will provide supplementary performance in the form of repair or replacement delivery at our discretion.

6) If the defect is not fixed in spite of supplementary performance on two occasions, the customer has the right to a reduction or to withdraw from the contract.

7) The warranty period is one year, beginning with delivery of the goods.

8) The limitation of our warranty does not apply to claims resulting from injury to life, limb or health. Similarly, the limitation does not apply to breach of so-called cardinal duties, whose fulfilment makes it possible to execute the contract and on whose compliance our customer should be able to rely as a contractual party. The limitation also does not apply to damages relating to intent or gross negligence on our part or of our vicarious agents.

9) We accept unlimited liability in accordance with the Product Liability Act and for intent and gross negligence. We are liable for minor negligence in the case of damages resulting from injury to life, limb and health of individuals. This applies in equal measure to the liability of our vicarious agents.

10) In the case of minor negligence, our liability is limited to the case of breach of a cardinal duty that is essential in such a way that without its compliance it is not possible to execute the contract and on whose compliance you, as a customer, should be able to rely. We limit the liability for minor negligence to the sale price paid for our goods. The same applies in favour of our vicarious agents.

11) Our warranty or liability lapses as soon as the customer refills or modifies our product.

9 Other

1) The possible ineffectiveness of individual provisions of these GTCs does not affect the effectiveness of the remaining GTCs.

2) The law of the Federal Republic of Germany applies exclusively to all contracts entered into with us excluding the UN Sales Convention in the respectively applicable version.

3) Our registered office is the place of jurisdiction for all disputes arising from contracts with our customers. This applies, insofar as our customer is a tradesperson, a legal entity or an entity under public law.

4) Our privacy notices apply separately.