

**GTC beyerdynamic GmbH & Co. KG**  
for the online shop at [www.beyerdynamic.com](http://www.beyerdynamic.com)

### **1. Scope of application and definitions**

1.1. These general terms and conditions apply to all contracts entered into with us at [www.beyerdynamic.com](http://www.beyerdynamic.com). Any contradictory conditions or contractual terms of the customer which deviate from our general terms and conditions shall only apply if we have expressly agreed to these

1.2. Consumers within the meaning of these general terms and conditions are all natural persons, who conclude a legal transaction with us, which can neither be attributed to their commercial nor their independent professional occupation.

1.3. Entrepreneurs within the meaning of these general terms and conditions are natural or juridical persons or joint partnerships with legal capacity acting in pursuit of their commercial or independent professional occupation at the time of entering into the contract with us.

### **2. Offer and conclusion of contract**

2.1. Our offers are intended exclusively for persons who are of legal age and who have full legal capacity.

2.2. Our offers do not represent binding offers, but an invitation to purchase by the customer.

2.3. The order placed by a customer represents a binding offer for the conclusion of a contract. We are entitled to accept this offer within two working days. Acceptance takes place through express declaration to the customer or through delivery of the goods.

2.4. The automatically generated email following the customer order, which confirms receipt of the order, still does not represent acceptance of contract, but merely serves to inform the customer and fulfil the statutory information duties.

### **3. Delivery**

3.1. Delivery is made to the delivery address specified by the customer..

3.2. If the customer is under an obligation to pay in advance, then the times of performance/delivery dates stated in offers are subject to payment by the customer immediately upon entering into the contract.

3.3. Wherever possible, delivery will be made in one consignment. We are entitled, however, to partial deliveries and partial performance, provided this is reasonable for the customer.

3.4. Delivery dates stated are not fixed dates unless we have expressly confirmed any such date as a fixed date.

3.5. Delays in deliveries which occur with us or with one of our subcontractors due to force majeure or due to circumstances equivalent to force majeure (such as currency and economic or other sovereign measures, strikes, stoppages such as fire, equipment failure, breakage, energy or raw material shortage) entitle us to postpone the delivery by the duration of the hindrance. If performance of the contract due to delay is not reasonable for the customers, then they have the right to withdrawal. In the event of hindrances to performance which are not merely of a temporary nature, we are entitled to withdraw from the contract.

### **4. Non-availability of service**

4.1. Each offer is subject to the availability of supplies and raw materials; if the goods ordered are not available, because at the time of entering into the contract we have not been supplied by our suppliers due to unforeseeable circumstances and through no fault of our own, then we have the right to terminate the contract. In this case we shall inform the customer immediately that delivery is not possible and immediately reimburse to him any purchase price already paid. This right is only enforceable vis-à-vis consumers provided we have concluded a specific hedging transaction and we were unexpectedly not supplied by the supplier.

4.2. Liability for damages due to non-performance is excluded, provided that we have not acted intentionally or with gross negligence with regards to lack of availability, any possible liability for negligence precedent to the contract remains unaffected.

### **5. Prices and delivery charges**

5.1. The prices quoted by us include the legally applicable VAT in each case.

5.2. The delivery costs due will be shown in the order process. An overview of delivery cost is available at [www.beyerdynamic.com/shop/lieferung](http://www.beyerdynamic.com/shop/lieferung) .

## **6. Payment, due date and default**

6.1. We only accept the payment methods listed as part of our offer.

6.2. Except for payment on delivery or on account, the customer is under an obligation to payment in advance. In the case of payment on delivery or on account, the payment is due upon receipt of goods and invoice or billing.

## **7. Right of retention and retention of title**

7.1. The customer is only authorised to exercise a right of retention in this respect where his counterclaim is based on the same contractual relationship.

7.2. We retain ownership of the delivered goods until payment has been made in full. In the event of recourse by third parties to retained goods, the customer shall refer to our ownership and will notify us immediately.

## **8. Requirement to give notice of defects, warranty**

8.1. If the customer is an entrepreneur, he shall be obligated to examine the goods immediately for obvious defects. Notice of defects due to obvious defects must be given to us in writing within one week of delivery of goods to the customer. Hidden defects, which cannot be determined even after immediate and careful examination, are to be reported to us immediately in writing upon being detected, and no later than within one week following detection. To secure this time limit it is sufficient to send off the written notice of defects in good time. The assertion of warranty claims is excluded following the expiry of the above deadlines.

8.2. In the event of a defect the warranty is initially limited to the right to supplementary performance by us. We are entitled at our discretion to carry out subsequent improvement and/or a replacement delivery. If we fail to comply with this obligation within a reasonable period or subsequent improvement fails despite repeated attempts, then the customer is entitled to a reduction or to withdraw from the contract.

8.3. If the customer is an entrepreneur, then warranty claims shall expire one year from the delivery of the goods, unless we had acted with intention to deceive.

8.4. If the customer is a consumer, then the statutory warranty periods apply.

## **9. Liability**

9.1. We are liable for breach of duty committed through gross negligence or intent.

9.2. If the customer is an entrepreneur, our liability is limited, at the time of entering into the contract and in the event of non-intentional acts, to typically foreseeable damages. In the case of slight negligence we shall be liable only for breaches of essential obligations under the contract and up to the amount of the typically foreseeable damages at the time of entering into the contract. We shall not be liable for other damages due to slight negligence that are caused by a defect in the goods. These limitations do not apply in the event of the loss of life, physical injury and damage to health. Possible liability for negligence precedent to the contract or under product liability law remains unaffected by these limitations of liability.

9.3. If the customer is a consumer, we shall be liable in the case of slight negligence only for breaches of essential obligations under the contract and up to the amount of the typically foreseeable damages at the time of entering into the contract. We shall not be liable for other damages due to slight negligence that are caused by a defect of the object sold. These limitations do not apply in the event of the loss of life, physical injury and damage to health. Possible liability for negligence precedent to the contract or under product liability law remains unaffected by these limitations of liability.

9.4. Regardless of any fault, we shall only be liable in the event of deceitful withholding of a defect or by acceptance of a warranty or guarantee. The manufacturer's guarantee is a guarantee from the manufacturer and does not constitute a guarantee provided by us.

9.5. We are also responsible for any impossibility of delivery that occurs incidentally during default, unless the damage or loss would have occurred even if the delivery had been made on time.

9.6. As far as the liability for compensation against us is excluded or restricted this shall also apply with regard to the personal liability for damages of our salaried staff, employees, associates, representatives and vicarious agents.

## **10. Final Provisions**

10.1. The law of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2. If the customer is a merchant, a legal entity of the public law or a separate property entity under public law, then the place of jurisdiction for all disputes arising from this contractual relationship is accepted as Heilbronn.

10.3. If individual regulations of this contract, either in whole or in part, are invalid, then the validity of the remaining clauses or sub-clauses shall not be affected.