

General Terms and Conditions (April 2022)

§ 1 General

1. The following General Terms and Conditions apply for all sales and delivery transactions of MEDI Kabel GmbH. Only these General Terms and Conditions shall apply. General Terms and Conditions of the ordering party / customer shall only apply in so far as MEDI Kabel GmbH has expressly agreed to them in writing.
2. All secondary agreements and contract amendments must be confirmed in writing by MEDI Kabel GmbH in order to be binding.

§ 2 Offers

1. The offers made by MEDI Kabel GmbH in price lists, catalogues, circulars, other printed matter in the documents belonging to the offer, goods presentations online or in brochures, and in particular technical illustrations, descriptions, technical data and performance specifications are without commitment or obligation.
2. No liability is accepted for the correctness of technical data and other information in manufacturers' documents and brochures. We reserve the right to make technical changes.
3. Any changes must be accepted accordingly in so far as these are reasonable for the customer. The technical data and descriptions in the product information alone do not represent any assurance of specific properties. An assurance of properties in the legal sense only exists if the details in question have been confirmed in writing by MEDI Kabel GmbH.
4. In the event of calculation errors or printing mistakes in the offer, MEDI Kabel GmbH reserves the right to correct these.
5. Statements by MEDI Kabel GmbH in connection with performance specifications, reference to DIN standards etc. do not imply any acceptance of a guarantee. Only express written declarations by MEDI Kabel GmbH about the acceptance of a guarantee shall be decisive.
6. The indication of the copper basis is intended to facilitate the comparability of offers. A total price is calculated on the basis of a hypothetical copper quotation of EUR 150/100 kg for example. The actual price to be paid may deviate significantly upwards or downwards from the copper price depending on the actual quotation as a significant copper surcharge may still have to be paid if necessary. A conclusion of the concrete invoice amount or its order of magnitude therefore does not result from it.

§ 3 Conclusion of contract, minimum order value, fees

1. A contract is only created with the written order acceptance on the part of MEDI Kabel GmbH, or at the latest with the acceptance of the delivery by the customer. When the customer places an order and / or accepts even a partial deliver, he expressly recognises the sole validity of the General Terms and Conditions of MEDI Kabel GmbH.
2. If delivery is not to or cannot be made within twelve (12) calendar weeks after conclusion of the contract, we are entitled, in the event of an increase in the costs that are decisive for the price calculation, to adjust the agreed prices accordingly in the period between conclusion of the contract and delivery for reasons for which we are not responsible. A price increase is particularly possible if the raw material, material, wage or transport costs, taxes or duties increase or other changes in the legal framework lead to a changing cost situation. Increases in one type of cost may only be used for a price increase to the extent that there is no compensation for any decrease in costs in other areas.
3. MEDI Kabel GmbH is not obliged, without a separate agreement, to link supplied items, within the framework of the installation and ensuring of operational readiness, with other appliances or programmes. The ordering and supply of software does not imply that the customer has any right to support.
4. Right of withdrawal for consumer and cancellation
 - a) If the customer is the consumer as defined in Art. 13, German Civil Code, he has the right of withdrawal if a distance contract exists. *The declaration may be revoked within a period of fourteen (14) days in writing (e.g. by letter, fax, e-mail) without having to provide any reason or, if the good is placed at the customer's disposal prior to the expiry of this period, also by returning the delivery in full. The period shall begin from the date of receipt of the information on the right of revocation. The revocation period shall be deemed observed upon timely sending of the revocation notice or dispatching the good. The letter of revocation is to be sent to:*

MEDI Kabel GmbH
Daimlerstraße 47
84478 Waldkraiburg

In the case of an effective revocation, the services received by either party shall be returned, and any benefit that may have been accrued shall be released. In the event that the services cannot be returned at all or only in a deteriorated condition, the customer shall be obliged to render compensation for the respective value. Compensation for the respective value shall be rendered in so far as the deteriorated condition is attributable to any handling that goes beyond the verification of the properties in such manner as is possible in a retail store. Goods suitable for delivery by parcel are to be returned at the expense of MEDI Kabel GmbH.

- b) If the customer is a trader as defined in Art. 14, German Civil Code, MEDI Kabel GmbH shall charge cancellation fees in the sum of 3% of the open order value, or at least € 40.00. Furthermore, MEDI claims refund of received discounts by quantity.
 - c) If the order is cancelled / withdrawn on the part of the customer who is a consumer, these fees shall only become due once the 2-week withdrawal period has expired.
5. The minimum order value (copper base 0 = value of goods without copper) shall be € 75.00 for countries in the EU and € 250.- for non-EU countries. If this order value is not reached, a flat-rate fee shall be charged for handling costs in the sum of € 15.00 for EU countries and € 25.- for non-EU countries; if subsequent orders are placed, this shall not be charged.
6. For foreign payments from non-EU countries, bank charges of 25 euros / payment are charged. For prepayment customers from the EFTA countries (Switzerland, Norway, Iceland and Liechtenstein) 15 euros / transfer are charged.
7. For deliveries to EFTA countries or to non-EU countries, 6 euros will be charged for the export declaration.

Art. 4 Prices, packaging costs

- 1. Prices are ex-factory. They do not include packaging, which will be charged separately.
- 2. Statutory value-added tax is not included in the prices. It will be shown separately in the invoice.
- 3. The deduction of discounts shall be subject to prior written agreement.
- 4. Multi-use packaging and empties for the entire product range will be provided by MEDI Kabel GmbH for a fee. If this packaging is returned carriage paid in perfect condition, it will be credited to the customer in the form of a 100% credit minus agreed discounts. Defective and third-party packaging will be disposed of in an environmentally friendly way at the customer's expense.
- 5. Packaging intended for single use will not be taken back. The customer must dispose of the packaging at his own expense.

6. The copper number is a purely commercial calculation variable, which is included in the calculation of the total price of a cable. The copper number does not indicate the quantity or weight of the copper actually contained in the cable, even though it is frequently expressed in kg/km as is customary in the industry. It is a purely calculation factor which, however, does not allow any direct conclusions about the amount of copper used in the cable.

Art. 5 Terms of payment, offsetting, payment default

1. All invoice amounts shall become due as soon as the delivery is received.
2. Payments shall always be made at the customer's expense. In particular, bank discount expenses and bill of exchange costs shall be paid by the customer. Bills of exchange will be only be accepted by agreement.
3. In the event of a payment default, late-payment interest shall be payable at the rate valid at the time for default interest under the law.
4. The customer may not offset payments with counter-claims unless a legally valid titled exists or the counter-claim is undisputed.
5. MEDI Kabel GmbH reserves the unlimited right to assign its receivables to third parties.
6. The application of a right of retention by business people / traders is excluded unless the claim is based on this agreement and is in addition undisputed, legally determined or ready for a decision.
7. If, after the conclusion of the contract, there are justified concerns that the claim for payment is at risk because of a lack of ability to pay on the part of the customer, MEDI Kabel GmbH can demand, as it chooses, prepayment or the provision of a surety within an appropriate period and interrupt the execution of the contract until the surety has been provided or prepayment received. If the deadline passes without result, MEDI Kabel GmbH may withdraw from the contract. In this case, the customer has no right to claim compensation for damages.

Art. 6 Delivery time, delays

1. The delivery periods and deadlines given shall only be regarded as binding if the have been confirmed in writing by MEDI Kabel GmbH.

2. Delivery periods start with the date of issue of the purchase order. They are considered to have been met if, by the end of the delivery period, the goods have been handed over to the transport company or the customer has been notified that the goods are ready for dispatching.
3. The delivery periods shall be appropriately extended if it is impossible to maintain the delivery period because of force majeure.
4. Compliance with the delivery periods assumes that all contractual obligations on the part of the customer have been fulfilled in good time and in due order. In the event of any violation of these obligations, the delivery periods shall be extended as appropriate.
5. MEDI Kabel GmbH undertakes no procurement risk; it is entitled to withdraw from the contract if, despite the prior conclusion of a corresponding purchase contract on its part, it does not receive the delivered item. This does not affect its responsibility for intent or negligence. It will inform the customer immediately that the delivered item will not be available on time and, if the customer wishes to withdraw, will exercise the right of withdrawal immediately. In the event of a withdrawal, MEDI Kabel GmbH will immediately return the payment made.
6. If the provision of the service is delayed, MEDI Kabel GmbH shall be liable in cases of intent or gross negligence in accordance with the provisions of the law.
 - a) In respect of consumers, in other cases of delay in providing the service, the vendor's liability for compensation shall be limited to max. 5% of the value of the delivery, in so far as the customer makes credible that damage has been caused by the delay. Any further claims on the part of the customer shall be excluded, even after the expiry of any deadlines set for the vendor. The above limitation shall not apply in the event of liability arising from death, injury or detriment to health. The above provisions do not imply that there is any change in the burden of proof to the disadvantage of the purchaser.
 - b) In respect of traders, the liability on the part of MEDI Kabel GmbH in cases of gross negligence is limited to contract-typical, foreseeable damages.
7. Within the framework of the provisions of the law, the customer may only withdraw from the contract if MEDI Kabel GmbH is responsible for violating its obligations. However, the statutory provisions shall continue to apply in the event of defects.
8. In the event of violations of obligation, the customer shall declare, within an appropriate period and after being asked, whether he is withdrawing from the contract because of the violation of obligation or whether he insists on delivery being made.

Art. 7 Dispatch, transfer of risk

1. Delivery shall be ex warehouse / factor for the account of and at the risk of the customer unless otherwise agreed in the terms of delivery.
2. The customer shall bear the costs of dispatch from the place of storage of MEDI Kabel GmbH, unless the costs are out of all reasonable proportion to the value of the delivered item.
3. Insurance protection against the normal transport risks will be provided if required and if the costs are paid by the customer.
4. The delivery should be inspected immediately on receipt to check that it is complete, undamaged and without defects. Any damage or defects must be reported immediately to MEDI Kabel GmbH in text form.
5. Partial deliveries and the billing of such are permitted provided that this is reasonable for the customer.
6. If, without any blame on the part of MEDI Kabel GmbH, dispatch is delayed or impossible and the customer has been informed of this situation and invited to collect the goods within a reasonable period of time, the risk shall be transferred to the customer when readiness for dispatch is created and the collection period has expired. The purchase price and/or payment becomes due once the items are ready for dispatch.
7. If servicing work is carried out on the customer's goods, the customer shall, unless otherwise agreed, deliver and collect these items at his own expense and own risk to and from the address given by MEDI Kabel GmbH. The risk passes to the customer when the contract product is installed / assembled.
8. If the delivery is not carried out by MEDI Kabel GmbH or a transport company determined by it, the customer shall collect the contract items immediately they have been made available by MEDI Kabel GmbH at his own risk and own costs. Notification of readiness for collection may also be given by word of mouth.
9. If the dispatch of the goods is delayed at the customer's request by more than 2 weeks after the agreed delivery date or, if no precise delivery date has been agreed, after notification of readiness for dispatch, MEDI Kabel GmbH may charge a flat-rate storage fee for each month in the sum of at least 0.5% and not more than 2% of the price of the delivery item. The purchaser is allowed to demonstrate that MEDI Kabel GmbH has not suffered any damage or has suffered a much lower damage. The vendor is allowed to prove that higher damages have been incurred. The same applies in the event and for the duration of any delay in acceptance on the part of the customer.

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Internet: www.medikabel.de
USt-IdNr: DE 129 263702

Handelsregister
Traunstein:
HRB-Nr.: 4923
Geschäftsführer:
Johann Zacherl,
Markus Kep

VR Raiffeisenbank eG Altötting-Mühldorf:
IBAN: DE047106 1009 0001 4147 04 BIC: GENODEF1AOE
Oberbank AG Mühldorf:
IBAN: DE94 7012 0700 1631 2222 60 BIC:OBKLEDEMXX



10. If, after the expiry of a reasonable subsequent deadline, the customer, without any legal foundation, refuses to accept the delivered items or declares that he does not want to accept the goods, MEDI Kabel GmbH may refuse to fulfil the contract and demand damages for non-fulfilment. If it chooses, MEDI Kabel GmbH is entitled, without needing to provide any proof, to demand as damages from the customer either 20% of the agreed purchase price or reimbursement for damage actually occurring. The vendor expressly reserves the right to claim higher damages in individual cases.
11. Deliveries for tailor made products which are up to 10% (up to 50% for tailor made products below 2000 mtr.) above or below the agreed purchase order amount shall be permitted as a minor deviation and shall not provide any justification for a defect complaint.

Art. 8 Liability for defects

1. The purchaser is entitled to notify MEDI Kabel GmbH in writing of any obvious material and legal defects within 7 days of receipt of the goods; it is sufficient to send the notification within this period. The defects should be described in as much detail as is possible for him. If the customer fails to fulfil this inspection obligation, any guarantee for these defects shall not exist.

For business people / traders, the provisions of Art. 377 German Commercial Code shall apply.

2. Defects claims shall not exist if there is only a minor deviation from the agreed characteristic or if usability is only impaired to a minor extent.

Returns by customers who are business people / traders must be sent to MEDI Kabel GmbH carriage free and insured. If carriage is not paid on returns, acceptance may be refused. Returns that are not sent directly by the ordering party shall not be accepted.

3. If the purchased item is defective, MEDI Kabel GmbH must first be given the opportunity to make good the defect within a reasonable period of time. Making good the defect shall be either by repairing the defect or by supplying a new item, as MEDI Kabel GmbH chooses.
4. If rectification of the defect fails even at the second attempt, the client may demand compensation instead of the service or carry out the repairs himself.
5. The guarantee shall not include defects caused by natural wear and tear and wear during operation or defects caused by inexpert use, negligent treatment, incorrect operation, incorrect or faulty programming software and/or processing data, damp, fire, lightning, explosion or occurring after an overvoltage caused by the network.

6. The guarantee shall also lapse if serial numbers, type designations, barcode labels or similar designations are removed or made illegible. Finally, no guarantee is undertaken that program functions will meet the needs of the customer or will fit together in the selection made by him.
7. If, within the scope of the repair work, data on the appliances sent for repair are lost, the risk shall be borne by the customer.
8. In the event of a repair, MEDI Kabel GmbH shall pay the costs of labour.

If the client is a trader, he shall bear the costs necessary for the purpose of subsequent fulfilment, if they are higher because the delivery / service is provided at a place other than the client's operation, unless such provision corresponds to use for the intended purpose.

Art. 9 Damages compensation

1. MEDI Kabel GmbH shall only be liable in cases of intent or gross negligence in accordance with the provisions of the law.
2. Otherwise, MEDI Kabel GmbH shall only be liable in accordance with the Product Liability Act, due to death, injury or detriment to health or because of the culpable violation of major contractual obligations.
3. However, compensation for damages for the violation of major contractual obligations is limited to the contract-typical, foreseeable damage unless at the same time a further case of mandatory liability exists in accordance with Fig. 1 or Fig. 2.
4. In dealings with business people / traders, the liability of MEDI Kabel GmbH shall also be limited to the contract-typical, foreseeable damage in cases of gross negligence.
5. The above provisions shall apply for all claims for damages compensation (especially for damages compensation in addition to the service and damages compensation instead of the service), irrespective of the legal foundation, in particular because of defects, the violation of obligations arising from the contractual obligation or unpermitted action. They shall also apply for claims to the reimbursement of expenses paid for no useful purpose.
6. The above provisions do not imply that there is any change in the burden of proof to the disadvantage of the purchaser.

Art. 10 Statutes of limitations

1. The deadline for the expiry of claims and rights arising due to defects – irrespective of the legal foundation – shall be one year. This deadline shall also apply for other claims for compensation against MEDI Kabel GmbH, irrespective of their legal foundation. It shall also apply if the claims are not connected with any defect.
2. The deadline for expiry under figure 1 shall apply subject to the following:
The expiration period generally does not apply in the case of intent, if a defect was maliciously concealed or a guarantee was taken over for a characteristic of the delivered item, in the case of structures or an item the success of which consists of the provision of planning or monitoring services, and in addition for claims for compensation, not in the event of liability arising from death, injury or detriment to health or freedom, or in the case of claims under the Product Liability Act, in the case of a grossly negligent violation of obligation or culpable violation of major contractual obligations.
3. The expiration period starts, in the case of all claims for damages, with the acceptance of the item or, for traders, upon delivery of the item.
4. If this provision refers to claims for compensation, this shall also cover claims for the reimbursement of expenses paid for no useful purpose.
5. Unless expressly agreed otherwise, this shall not affect the provisions of the law on the start of expiration periods, expiry restrictions, or the restriction and restarting of such periods.
6. The above provisions do not imply that there is any change in the burden of proof to the disadvantage of the client.

Art. 11 Retention of ownership

1. Ownership of the goods supplied shall be retained by MEDI Kabel GmbH until all obligations arising from the business connection with the customer have been met.
2. The customer may only dispose of the items covered by the retention of ownership in so far they may be further sold, processed, mixed or combined within the normal course of business. Onward sale is only permitted subject to the condition that the customer receives payment from his buyer or reserves ownership until payment obligations have been met.
3. If the event of an onward sale of the retained ownership goods, the customer here and now assigns all further claims arising from the onward sale against his purchasers to MEDI Kabel GmbH, for the sake of security. If the retained ownership goods are sold on together with other items without agreeing an individual price for the retained ownership goods, the customer shall assign the part of the total price to

MEDI Kabel GmbH corresponding to the price billed by MEDI Kabel GmbH for the retained ownership goods.

4. Even after assignment of security, the customer remains entitled to collect these liabilities. If there is an important reason, MEDI Kabel GmbH shall, however, be entitled to withdraw the collection authorisation of the customer. An important reason is said to exist, in particular, if the customer stops

payments, falls behind with payments, if an application to start insolvency proceedings in respect of the customer's assets is made or if the insolvency proceedings have already started. In this case, MEDI Kabel GmbH, apart from withdrawing the collection authorisation, may also demand that the customer reveals the security assignment to his debtors, notifies MEDI Kabel GmbH of the assigned liabilities and his debtors and provides all information needed for collection of the liabilities and provides all associated documentation.

5. The processing, combining or mixing of the retained ownership goods shall always be carried out for MEDI Kabel GmbH. If the goods are processed, combined or mixed with other items not belonging to MEDI Kabel GmbH, it acquires shared ownership of the new item in proportion to the value of the retained ownership goods in relation to the other mixed items at the time of the processing, combining or mixing. This also applies in the event that the customer acquires the sold ownership of the new item. If the new item is sold, the customer shall assign his claims from the onward sale in the sum of the amount corresponding to the value of the retained ownership goods billed by MEDI Kabel GmbH, for the sake of security to the latter. Otherwise, the provisions of Figure 4 apply. If the retained ownership item is combined with a piece of land or movable items, the customer shall also assign to MEDI Kabel GmbH his claims arising therefrom against any third party in the sum of the value corresponding to the combined retained ownership item by way of security.
6. If the realisable value of the security rights exceeds the liabilities to be secured by more than 10%, MEDI Kabel GmbH shall, at the request of the customer, release a corresponding part of the securities.
7. In the case of distraints or other interventions and disposals by third parties, the customer shall inform MEDI Kabel GmbH immediately. If the third party is unable to repay MEDI Kabel GmbH the court and non-court costs of a legal action according to Art. 771 Civil Process Order, the customer shall be liable for the losses incurred by MEDI GmbH.
8. If the customer behaves contrary to the contract, and particularly if he falls behind with payments, MEDI Kabel GmbH is entitled to withdraw from the contract and to demand the return of the supplied goods.

Art. 12 Industrial property rights, third-party copyright, rights to tools

1. The obligation of MEDI Kabel GmbH to supply the purchased item free from industrial property rights and copyrights of third parties is limited to the country in which the delivery is made.

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Oberbank AG Mühldorf:
IBAN: DE94 7012 0700 1631 2222 60 BIC:OBKLD633



2. If the delivered products were made in accordance with plans or instructions provided by the customer, the customer shall release MEDI Kabel GmbH from all claims which are made by third parties on the basis of the violation of industrial properties and copyright.
3. If a third party makes justifiable claims against the customer due to the violation of property rights by the services provided by MEDI Kabel GmbH and used in accordance with the contract, MEDI Kabel GmbH shall be liable on account of legal defects in respect of the customer only on the condition that the customer informs MEDI Kabel GmbH immediately of all claims made against him and that he has not admitted the violation to the third party and that he reserves all defence measures and settlement negotiations for MEDI Kabel GmbH. Claims on the part of the customer are excluded if he is to blame for the violation of property rights. For the rest, the provisions on defects and liability for damages shall apply.
4. Paying the costs of tools does not give the customer any rights to these tools.

Art. 13 Place of performance, legal venue

1. The place legal venue is the registered offices of MEDI Kabel GmbH (Waldkraiburg / Upper Bavaria) if the contract partner is a business person / trader. MEDI Kabel GmbH is, however, also entitled to take legal action at the registered offices / place of residence of the contract partner.
2. The law of the Federal Republic of Germany shall apply. The United Nations Agreement on Contracts relating to the international sale of goods (CISG) shall not apply.
3. The place of fulfilment is the registered offices of MEDI Kabel GmbH in Waldkraiburg / Upper Bavaria.

Art. 14 Miscellaneous

If any provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the contract as a whole. It shall only become invalid if the contract is not reasonable to one of the parties.