



General Terms and Conditions

Table of contents

1. Scope of application
2. Conclusion of contract
3. Prices and terms of payment
4. Delivery and shipping conditions
5. Retention of title
6. Liability
7. Applicable law
8. Place of jurisdiction
9. Code of conduct
10. Translation

1) Scope of application

1.1 These General Terms and Conditions (hereinafter "Terms and Conditions") of IME GmbH (hereinafter "Seller"), apply to all contracts for the delivery of goods, which an entrepreneur (hereinafter "Customer") concludes with the Seller with regard to the goods presented by the Seller on his website or offered to him in writing (by e-mail). The inclusion of the Customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

2) Conclusion of contract

2.1 The product descriptions contained on the Seller's website do not constitute binding offers on the part of the Seller, but serve to request a binding offer by the Seller.

2.2 The customer can request a quote by e-mail or online contact form to the seller.

2.3 Before binding submission of the order by e-mail, the customer can recognize possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the magnification function of the e-mail program used, with the help of which the

display on the screen is enlarged. The customer can correct his entries during the electronic ordering process using the usual keyboard and mouse functions

2.4 The German and English languages are available for the conclusion of the contract.

2.5 The order processing and contacting usually take place by e-mail. The customer must ensure that the e-mail address provided by him for order processing is correct, so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3) Prices and terms of payment

3.1 Unless otherwise stated in the seller's product description, the prices quoted are total prices that include the statutory sales tax. Any additional delivery and shipping costs will be indicated separately in the offer.

3.2 In the case of deliveries to countries outside the European Union, further costs may be incurred in individual cases for which the seller is not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of funds if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

3.3 The payment option(s) will be communicated to the customer by e-mail.

3.4 If prepayment by bank transfer has been agreed, payment shall be due immediately after conclusion of the contract, unless the parties have agreed on a later due date.

3.5 If the payment method purchase on account is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is payable within 14 (fourteen) days from receipt of the invoice without deduction, unless otherwise agreed. The Seller reserves the right to offer the payment method purchase on account only up to a certain order volume and to refuse this payment method if the specified order volume is exceeded. In this case, the seller will inform the customer in writing (by e-mail or fax) of a corresponding payment restriction. The seller also reserves the right to carry out a credit check when selecting the payment method purchase on account and to reject this payment method in case of a negative credit check.

4) Delivery and shipping conditions

4.1 The delivery of goods is made by shipping to the delivery address specified by the customer, unless otherwise agreed.

4.2 If the delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result.

4.3 If the customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration of the sold goods shall pass to the customer as soon as the seller has delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

4.4 The seller reserves the right to withdraw from the contract in case of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the non-delivery and the Seller has concluded a specific covering transaction with the supplier with due diligence. The Seller shall make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately and the consideration will be refunded without delay.

4.5 In case of self-collection, the Seller shall first inform the Customer by e-mail that the goods ordered by the Customer are ready for collection. After receiving this e-mail, the customer can pick up the goods at the seller's registered office by arrangement with the seller. In this case, no shipping costs will be charged.

5) Retention of title

5.1 With respect to entrepreneurs, the seller retains title to the delivered goods until all claims arising from an ongoing business relationship have been settled in full.

5.2 If the customer acts as an entrepreneur, he shall be entitled to resell the reserved goods in the ordinary course of business. The customer shall assign to the seller in advance all claims against third parties arising therefrom in the amount of the respective invoice value (including value added tax). This assignment shall apply regardless of whether the reserved goods have been resold without or after processing. The customer shall remain authorized to collect the claims even after the assignment. The authority of the seller to collect the claims himself remains unaffected. However, the Seller shall not collect the receivables as long as the Customer meets its payment obligations to the Seller, is not in default of payment and no application for the opening of insolvency proceedings has been filed.

6) Liability

The Seller shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows:

6.1 The seller is liable for any legal reason without limitation

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, limb or health,
- on the basis of a warranty promise, unless otherwise regulated in this respect,
- on the basis of mandatory liability, such as under the Product Liability Act.

6.2 If the Seller negligently breaches an essential contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless liability is unlimited in accordance with the above clause. Material contractual obligations are obligations which the contract imposes on the seller according to its content in order to achieve the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may regularly rely.

6.3 Otherwise, any liability of the seller is excluded.

6.4 The above liability provisions shall also apply with regard to the Seller's liability for its vicarious agents and legal representatives.

7) Applicable law

The law of the Federal Republic of Germany shall apply to all legal relationships between the parties to the exclusion of the laws on the international purchase of movable goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

8) Place of jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Seller's registered office. If the customer has its registered office outside the territory of the Federal Republic of Germany, the Seller's registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the customer's

professional or commercial activity. In the above cases, however, the Seller shall in any case be entitled to bring an action before the court at the Customer's place of business.

9) Code of conduct

- The seller has submitted to the guidelines for "Google customer reviews", which can be viewed on the Internet at <https://support.google.com/merchants/topic/7105962>

10) Translation

- Should deviations or differences of opinion arise as a result of the translation of the German version of these General Terms and Conditions into another language, the German version shall apply.