



## General Terms and Conditions of Engel GmbH

### 1. Scope and Definitions

1.1. These General Terms and Conditions apply to all contracts concluded with us via [www.engel-natur.de](http://www.engel-natur.de). Any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions shall only apply if we have expressly agreed to them.

1.2. A consumer within the meaning of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their self-employed professional activity.

1.3. An entrepreneur within the meaning of these General Terms and Conditions is a natural or legal person or a legally responsible partnership who, upon conclusion of the contract with us, acts in the exercise of their commercial or self-employed professional activity.

### 2. Offer and Conclusion of Contract

2.1. Our offers are directed exclusively to persons of legal age and fully capable of doing business.

2.2. Our offers do not constitute a binding offer but rather an invitation to submit an offer by the customer.

2.3. The customer's order constitutes a binding offer to conclude a contract. We are entitled to accept this offer within two working days. Acceptance takes place by means of an explicit declaration to the customer or by delivering the goods.

2.4. The automatically generated email sent following the customer's order, which confirms receipt of the order, does not yet constitute acceptance of the contract. It serves only to inform the customer and fulfill legal information obligations.

### 3. Delivery

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

3.2. If the customer is obliged to pay in advance, the performance times/delivery dates stated in the offers depend on the customer having made payment without delay after conclusion of the contract.

3.3. Delivery will be made in one shipment whenever possible. However, we are entitled to make partial deliveries and partial performance to the extent these are reasonable for the customer. Any additional costs incurred by partial deliveries will be borne by us.

3.4. Stated delivery dates are not fixed dates unless we have expressly confirmed such a date as a fixed date.

3.5. Delivery delays on our side or on the side of one of our suppliers/subcontractors due to force majeure or due to circumstances equivalent to force majeure (e.g., currency and trade policy or other sovereign measures, strikes, operational disruptions such as fire, machine defects, breakage, shortage of raw materials or energy) entitle us to postpone delivery for the duration of the hindrance. If the performance of the contract becomes unreasonable for the customer due to this delay, they are entitled to withdraw. In the event of a hindrance that is not merely temporary, we are entitled to withdraw from the contract.

#### 4. Non-Availability of Performance

4.1. Each offer is subject to the condition of supply to us. If the ordered goods are not available because we, through no fault of our own and unforeseeably at the time of the contract conclusion, have not been supplied by our supplier, we have the right to withdraw from the contract. In this case, we will promptly inform the customer that delivery is not possible and will immediately refund any purchase price already paid. For consumers, this right exists only if we have concluded a specific covering transaction and have then been unexpectedly not supplied by our supplier.

4.2. Claims for damages due to non-performance are excluded, provided we have not acted with gross negligence or intent regarding the lack of availability; any liability arising from pre-contractual fault remains unaffected.

#### 5. Prices and Shipping Costs

5.1. The prices stated by us include the applicable value-added tax.

5.2. Any shipping costs incurred will be displayed during the ordering process. You can find an overview of the shipping costs here.

#### 6. Payment, Due Date, and Default

6.1. As a rule, we accept only the payment methods listed within our offering.

6.2. Unless payment is made by cash on delivery or by invoice, the customer is obliged to pay in advance. In this case, payment becomes due at the time of contract conclusion and upon receipt of the invoice or billing statement. In the case of cash on delivery or payment by invoice, payment becomes due upon receipt of the goods and the invoice or billing statement.

#### 7. Right of Retention and Retention of Title

7.1. The customer may only exercise a right of retention to the extent that the counterclaim is based on the same contractual relationship.

7.2. The delivered goods remain our property until they have been paid for in full. In the event of third parties having access to the goods subject to retention of title, the customer shall point out our ownership and notify us immediately.

## 8. Liability

8.1. We are liable for grossly negligent and intentional breaches of duty.

8.2. If the customer is an entrepreneur, our liability for non-intentional acts is limited to the typically foreseeable damages at the time of contract conclusion. In the event of slight negligence, we are only liable for breach of essential contractual obligations and then limited to the typically foreseeable damages at the time of contract conclusion. We are not liable for other damages caused by slight negligence due to a defect in the goods. These limitations do not apply in the event of injury to life, limb, or health. Any liability for pre-contractual fault or under the Product Liability Act remains unaffected by these liability limitations.

8.3. If the customer is a consumer, we are liable in the event of slight negligence only in the event of a breach of essential contractual obligations and limited to the typically foreseeable damages at the time of contract conclusion. We are not liable for other damages caused by slight negligence due to a defect in the purchased goods. These limitations do not apply in the event of injury to life, limb, or health. Any liability for pre-contractual fault or under the Product Liability Act remains unaffected by these liability limitations.

8.4. Irrespective of any fault, we are liable only in cases of fraudulent concealment of a defect or arising from the assumption of a guarantee or assurance. A manufacturer's guarantee is a guarantee of the manufacturer and does not constitute the assumption of a guarantee by us.

8.5. We are also liable for accidental impossibility of delivery occurring during delay unless the damage would also have occurred in the event of timely delivery.

8.6. To the extent that liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, staff, representatives, and vicarious agents.

## 9. Alternative Dispute Resolution

9.1. We do not participate in any dispute resolution procedures before a consumer arbitration board.

## 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. If the customer is a consumer and does not reside

in Germany, mandatory provisions of the country in which the consumer resides remain unaffected by this choice of law.

10.2. If the customer is a merchant, a legal entity under public law, or a special fund under public law, Stuttgart is agreed as the place of jurisdiction for all disputes arising out of this contractual relationship.

10.3. Should individual provisions of this contract be invalid in whole or in part, the validity of the remaining clauses or parts thereof shall not be affected.