

## General terms and conditions

### 1. General information

#### 1.1 Area of application

These General Terms and Conditions apply in the version valid at the time the contract is concluded to all business relations between us at **BDT Bearing & Drive Technology GmbH**, An der Knorr-Bremse 1, 58300 Wetter and you. Should you use conflicting general terms and conditions, these are herewith expressly objected to.

#### 1.2 Contractual arrangement

The contract language is German. Customers within the meaning of these General Terms and Conditions are exclusively entrepreneurs within the meaning of § 14 BGB.

#### 1.3 Conclusion of contract

The contract is concluded individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that you submit an inquiry to us and then receive a binding offer from us, which you can then accept within two weeks. The contract comes into effect upon acceptance. A separate storage of the contract text by us does not take place, but the contract content results in each case individually from the agreement made.

#### 1.4 Special designs

If the order is a special design, changes cannot be made or requested after conclusion of the contract, unless otherwise agreed.

### 2. Service and delivery

#### 2.1 Service provision

We are entitled to have the contract or parts of the contract performed by third parties.

#### 2.2 Partial deliveries

We are entitled to make partial deliveries if this is deemed reasonable for you. In the case of partial deliveries, however, you will not incur any additional shipping costs.

#### 2.3 Delays in delivery and service

We are not responsible for delays in delivery and service due to higher force and due to unusual and unforeseeable events, which cannot be prevented also by extreme care of us (this includes in particular strikes, official or judicial orders and cases of incorrect or not proper self-delivery despite a relevant covering transaction). You entitle us to postpone the delivery for the duration of the obstructive event.

#### 2.4 Withdrawal

In the event of unavailability for reasons mentioned above, we may withdraw from the contract. We commit ourselves to inform you immediately about the unavailability and to refund any payments already made without delay.

#### 2.5 Exclusion of delivery

P.O. box addresses are not delivered to.

#### 2.6 Default in acceptance

If you are in default with the acceptance of the ordered goods, we are entitled to withdraw from the contract and to claim damages for delay or non-performance after setting a reasonable period of grace. During the default of acceptance you bear the risk of accidental loss or accidental deterioration.

#### 2.7 Service/delivery time

In principle, the delivery and service times are agreed individually with you and can be found in the offer. Their compliance presupposes that all commercial and technical questions between the contracting parties have been clarified in advance. If this is not the case, the service or delivery period shall be extended to a reasonable period.

Unless expressly agreed otherwise, delivery/service shall be performed by us within 21 days. In the case of prepayment, the period for delivery/service commences on the day after the payment order has been issued to the transferring bank or, in the case of payment by cash on delivery or purchase on account, on the day after conclusion of the contract. The period ends on the twenty-first day following. If the last day of the period falls on a Saturday, Sunday or a general public holiday recognised by the state at the place of delivery/service, the period ends on the next working day.

#### 2.8 Storage costs

If dispatch or delivery of the goods is delayed at your request, we reserve the right to charge you for the costs incurred (in particular storage costs).

### 3. Payment

### **3.1 Prices and Shipping Costs**

All prices are exclusive of VAT. In addition, there are the costs for packaging and dispatch, which are shown separately, unless collection by you at our place of business has been agreed.

### **3.2 Allowance**

The term of payment is 30 days from the date of invoice without deduction. If the amount is paid within 10 days, we grant a 3% discount on the net price, unless you are in arrears with the payment of other claims.

### **3.3 Default**

You are in default of payment if we do not receive the payment within two weeks after receiving the invoice. In the event of default in payment, interest of 9 percentage points above the base rate of the European Central Bank will be charged. If you are in arrears with your payments, we reserve the right to charge a reminder fee of 2.50 euros. The assertion of further claims for damages remains unaffected. You have the option of proving that we have incurred no or less damage. If you are in arrears with the payment of a claim, claims from other contractual relationships between you and us are also due.

### **3.4 Right of retention**

You are only entitled to assert a right of retention for counterclaims that are due and based on the same legal relationship as your obligation.

## **4. Your responsibility**

### **4.1 General information**

You are solely responsible for the content and accuracy of the data and information you transmit. You also undertake not to transmit any data whose contents infringe the rights of third parties or violate existing laws. By transmitting data to us, you confirm that you have complied with the copyright provisions.

### **4.2 Exemption**

You shall indemnify us against all claims asserted against us by third parties on account of such violations. This also includes the reimbursement of costs of necessary legal representation.

### **4.3 Backup of data**

You are also responsible for the security of the information sent. We cannot be held responsible for the loss of any information you send us, as we do not provide a general backup guarantee.

### **4.4 Duty to cooperate**

You are obliged to provide the cooperation services necessary for the contract so that we can perform the contractual service.

### **4.5 Notes**

You must always adhere to any instructions / notes provided for cleaning, storage and handling of the goods. We can therefore not be held responsible for your incorrect behaviour.

## **5. Retention of title**

### **5.1 General information**

The goods, works and materials supplied by us remain our property until all present and future claims arising from the business relationship have been met in full. You hereby assign to us any claim or compensation which you receive for the damage, destruction or loss of these items. Unless otherwise agreed below, you are not entitled to sell, give away, pledge or assign as security the goods delivered to you under retention of title.

### **5.2 Seizure and other impairments**

If the goods subject to retention of title are seized or otherwise impaired by third parties, you must inform us immediately so that an action can be brought in accordance with § 771 ZPO. If the third party is not in a position to reimburse the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, you shall be liable for the loss incurred by us.

### **5.3 Further disposal**

You are entitled to resell the reserved goods in the normal course of business. The claims of the customer from the resale of the reserved goods are hereby assigned to us in the amount of the agreed final invoice amount (including value added tax). This assignment applies irrespective of whether the object of sale has been resold without or after processing. You remain authorised to collect the claim even after the assignment. This shall not affect our right to collect the claim ourselves. However, we will not collect the claim as long as you meet your payment obligations from the proceeds collected, are not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.

### **5.4 Transformation, editing and processing**

The processing and transformation of the object of sale by you shall always be on our behalf and in our name. In this case, your expectant right to the object of purchase will continue with the transformed object. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of the object of sale to the other processed objects at the time of processing. The same applies in the case of mixing. If the mixing is carried out in such a way that your item is to be regarded as the main item, it is agreed that you transfer co-ownership to us on a pro rata basis and hold the resulting sole ownership or co-ownership in safe custody for us. In order to secure the claims against you, you also assign to us such claims which accrue to you against a third party through the combination of the goods subject to retention of title with a piece of real estate; we hereby accept this assignment.

### **5.5 Retraction**

In the event of breach of contract on your part, in particular default of payment, but also in the event of the application for insolvency proceedings concerning your assets, we are entitled to repossess the item. In this case, taking back the goods does not constitute a withdrawal from the contract, unless we expressly declare this in writing.

### **5.6 Release of securities**

If the value of the securities exceeds the value of the secured claims by more than 15 percent, we are obliged to release securities upon your request.

## **6. Guarantee**

### **6.1 General Information**

There are legal warranty rights. A warranty claim can only arise with regard to the properties of the goods; reasonable deviations in the aesthetic properties of the goods are not subject to the warranty claim. In particular with regard to the descriptions, representations and information in our offers, brochures, catalogues, on the website and other documents, there may be technical and design deviations (e.g. colour, weight, dimensions, design, scale, positioning, etc.), insofar as these changes are reasonable for you. Such justifiable reasons for change may result from customary commercial fluctuations and technical production processes. If warranties are given in addition to the warranty claims, you will find their exact conditions with each product. Possible guarantees do not affect the warranty rights.

### **6.2 Warranty claim**

In the event of a defect, we shall, at our discretion, provide subsequent fulfillment in the form of rectification of the defect or new delivery. In this case, the risk of accidental loss or deterioration of the item passes to you as soon as it is handed over to the person designated for transport. You must report obvious defects immediately and non-obvious defects immediately after discovery in text form; otherwise the assertion of warranty claims is excluded. Timely dispatch is sufficient to meet the deadline. The customer shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of detection of the defect and for the timeliness of the notice of defect.

### **6.3 Rights in case of insignificant defects**

If there is only an insignificant defect, you are only entitled to a reasonable reduction of the purchase price to the exclusion of the right of withdrawal.

### **6.4 Compensation for defects**

No warranty is given for damage resulting from improper handling or use. The following disclaimer is expressly referred to.

### **6.5 Limitation period**

The warranty is excluded for used goods and for new goods it is 1 year. The right of recourse according to § 478 BGB is excluded from this. The shortening of the limitation period expressly does not exclude liability for damages resulting from injury to life, body or health or in the event of intent or gross negligence. The provisions of the Product Liability Act shall also remain unaffected by this.

## **7. Rights to catalogues, drawings and models**

The contents of our catalogues, drawings, models and other documents, including all authorized copies, are our material and intellectual property. The reprinting of the catalogues and drawings as well as the reproduction of the models, even in extracts, is only permitted with our consent.

## **8. Liability**

### **8.1 Disclosures**

Information about processing and application possibilities of the products sold by us as well as technical advice and other information are given to the best of our knowledge and belief. The exclusion and reservation of liability from the following provisions shall also apply in this respect.

## **8.2 Disclaimer of liability**

We as well as our legal representatives and subcontractors are only liable for intent. Only if essential contractual obligations (consequently such obligations whose compliance is of particular importance for the achievement of the purpose of the contract) are concerned, liability is also assumed for gross or slight negligence. The liability is limited to the foreseeable, contract-typical damage.

## **8.3 Liability reservation**

The above exclusion of liability does not apply to liability for damages resulting from injury to life, body or health. The provisions of the Product Liability Law also remain unaffected by this exclusion of liability.

## **9. Data privacy**

### **9.1 General information**

Personal data collected and processed by us within the framework of the conclusion and processing of the contract shall serve exclusively to formulate the contract, the content, implementation or processing of the contractual relationship (Section 6 I b DSGVO). They will not be passed on to third parties. The data will only be passed on to the shipping company commissioned with the delivery for the fulfilment of the contract, insofar as this is necessary for the delivery of ordered goods. For the processing of payments, the payment data required for this purpose shall be passed on to the credit institution commissioned with the payment and, if applicable, the commissioned and selected payment service provider. Personal data will therefore only be used to the extent necessary or if we are obliged to do so by law or court order or, if necessary, to prevent misuse in violation of the General Terms and Conditions in a lawful manner.

### **9.2 Storage**

We store your personal data after the end of the purpose for which the data was collected, only as long as this is required by law (in particular tax law).

### **9.3 Your rights regarding your data**

#### **9.3.1 Information**

You can request information from us as to whether we process your personal data and, if this is the case, you have a right to request information on this personal data and on the further information specified in Section 15 DSGVO.

#### **9.3.2 Right to correction**

You have the right to correct any inaccurate personal data concerning you and you may request the completion of incomplete personal data in accordance with Section 16 DSGVO.

#### **9.3.3 Right to deletion**

You have the right to demand that we delete the personal data concerning you immediately. We are obliged to delete them immediately, especially if one of the following reasons applies:

- Your personal data are no longer necessary for the purposes for which they were collected or otherwise processed.
- You withdraw your consent, on which the processing of your data is based, and there is no other legal basis for the processing.
- Your data have been processed unlawfully.

The right of deletion does not exist if your personal data is necessary to assert, exercise or defend our legal claims.

#### **9.3.4 Right to limitation of processing**

You have the right to request that we restrict the processing of your personal data if

- you dispute the accuracy of the data and we therefore check the accuracy,
- the processing is unlawful and you refuse the deletion and instead request the restriction of use
- we no longer need the data, but you do need it to assert, exercise or defend legal claims,
- you have filed an objection to the processing of your data and it is not yet clear whether our justified reasons outweigh your reasons.

#### **9.3.5 Right to data transferability**

You have the right to receive the personal data concerning you that you have provided to us in a structured, current and machine-readable format and you have the right to transmit this data to another person in charge without our interference, provided that the processing is based on a consent or a contract and the processing is carried out by us using automated procedures.

#### **9.3.6 Right of revocation**

If the processing of your personal data is based on consent, you have the right to revoke this consent at any time.

### **9.3.7 General information and right to appeal**

The exercise of your above rights is generally free of charge for you. In the event of complaints, you have the right to contact the data protection supervisory authority responsible for us directly.

### **9.4 Responsible body / Contact to data protection**

To contact us regarding data protection, please use the contact options below. Responsible in the sense of the DSGVO:

**BDT Bearing & Drive Technology GmbH**

Kalkstück 26  
58256 Ennepetal

represented by its managing director:  
Mr Christian Püschel

E-Mail: [christian.pueschel@apa-bearings.com](mailto:christian.pueschel@apa-bearings.com)  
Telephone: +49-2333-8384100

## **10. Final provisions**

### **10.1 Place of jurisdiction**

The exclusive place of jurisdiction for all legal disputes arising from this contract shall be our registered office if you are a merchant, a legal entity under public law or a special fund under public law or if you do not have a place of jurisdiction in the Federal Republic of Germany.

### **10.2 Choice of law**

Unless mandatory legal provisions under your right of domicile conflict with this, German law shall be deemed to have been agreed to the exclusion of the UN Sales Law.

### **10.3 Severability Clause**

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions.