

**General Terms and Conditions of Sale and Delivery  
for End Customers  
(Consumers)  
of Henkelhausen GmbH & Co KG  
(status: January 2022)**

**1. Scope**

- 1.1 These General Terms and Conditions of Sale and Delivery of Henkelhausen GmbH & Co KG apply only to consumers pursuant to Section 13 BGB [German Civil Code] (customers) i.e. any natural person who concludes a legal transaction for purposes which primarily cannot be attributed either to their commercial or their independent professional activity.
- 1.2 The terms and conditions set forth below apply exclusively to our business relations with our customers, also with respect to information and consultancy.
- 1.3 If claims for damages are specified below, this shall in the same way also mean claims for the reimbursement of expenses within the meaning of Section 284 BGB.

**2. Information, consultancy, properties**

- 2.1 Information and consultancy regarding our products shall be provided solely on the basis of our experience to date. Values specified in this context shall be deemed average values. Any information about our products, especially the illustrations, drawings, measurement and performance data and other technical information in our quotations and brochures shall be deemed approximate average values.
- 2.2 We shall only give guarantees regardless of culpability if we have designated an agreed property as "guaranteed" in writing.
- 2.3 We only assume an obligation to provide consultancy regarding our products and their use and/or services exclusively on the basis of a separate, written consultancy agreement.

**3. Conclusion of contracts, scope of delivery, acceptance; right of withdrawal**

- 3.1 Our quotations are subject to change. They are requests for orders.
- 3.2 The customer shall be bound by its order as a contract application for 14 calendar days - in the case of electronic purchase orders 5 working days (in each case at our registered office) - after our receipt of the purchase order unless the customer must expect to receive our acceptance on a regular basis at a later date (Section 147 BGB). This shall also apply to reorders of the customer.

The contract shall be concluded in German. Orders can be placed by the customer by telephone, in writing, by fax or e-mail or in our online shop at [www.volvopenta.com/shop/530227](http://www.volvopenta.com/shop/530227). To order goods in our online shop, they must first be selected or configured by the customer/compiled according to his own wishes within the framework of the selection offered and then placed in the shopping basket (click on "Add product(s) to shopping basket"). In order to recognise and prevent input errors during the ordering process, the customer is shown an overview page for checking purposes when placing an online order before the effective order is placed in our online shop, with the help of which the customer can check all details of the order (goods, price, delivery costs, etc.) and delete the quantity(s) of customised goods in the shopping cart, in the input fields themselves or using the "Back" arrow (->) in the online shop to correct the data entered.

- 3.3 For orders via our online shop, the customer must also register as follows: The customer shall indicate via a selection menu that he/she is a consumer within the meaning of Clause 1.1 above and then fill in the information required in the registration mask for customers: name, address, e-mail and password. The registration will be confirmed to the customer immediately by e-mail. The customer is in any case obliged to provide truthfully, correctly and completely all information required for the processing of the order within the framework of the order and/or during registration in our online shop.
- 3.4 A contract is created only when we confirm the customer's purchase order in writing or deliver the goods. In the latter case, the order confirmation shall be replaced by our invoice. If the customer orders the goods by electronic means, we shall confirm receipt of the purchase order immediately. Confirmation of receipt is not a binding acceptance of the purchase order. Confirmation of receipt can be combined with the declaration of acceptance.
- 3.5 If the consumer orders the goods by electronic means, we shall store the text of the contract and send it to the customer on request by email together with these General Terms and Conditions.
- 3.6 Purchase orders which do not reach a total order value of at least EUR 35.00 (**minimum order value**) shall not, in the absence of other express declaration by us, be accepted for delivery by us. The total order

value shall be determined by the net invoice price (purchase price less value added tax) specified in our respectively valid price list or in the respective price agreement between ourselves and the customer at the time of the purchase order. If a customer places several single purchase orders per shipping point for one delivery date, where each of which in itself does not reach the total order value and which are to be delivered to a single location, such purchase orders shall be combined when determining the total order value. Furthermore, when determining the total order value, only purchase orders which are sent from a single location shall be combined in a single purchase order.

- 3.7 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing or text form (i.e. by fax or e-mail) This shall also apply to the waiver of the written form requirement. Verbal agreements or amendments or modifications shall be void. This shall not affect the precedence of an individual agreement (§ 305b *BGB*) for individual agreements of whatever form, especially in written, text or verbal form.
- 3.8 With regard to the contracts concluded with the customer, we are only obliged to perform from our own product stock ("stock debt").
- 3.9 If there is a delay in accepting the goods for a reason for which the customer is responsible, we shall have the right, after setting a reasonable extension period which has expired, at our option to request immediate payment of the purchase price or to rescind the contract or refuse performance and request damages in lieu of performance. The period must be given in writing. We must refer again in this to our rights under this clause.

We shall also have the right, beginning upon expiry of the period set in the written notice that the goods are ready for shipment, to store the goods and to invoice the customer for the damages incurred for this at 0.5% of the net invoice amount for the stored products for each full month or part thereof. This shall not affect the assertion of further rights. The customer shall have the right to prove that no costs or considerably lower costs (more than 10% lower) were incurred.

## **CANCELLATION POLICY**

### **Right of withdrawal:**

The customer has the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day,

a) on the day on which you or a third party named by you, who is not the carrier, has/have taken possession of the goods, if you have ordered one or more goods as part of a uniform order and the goods or goods are delivered uniformly; or

(b) on the day on which you or a third party named by you who is not the carrier takes or has taken possession of the last goods, if you have ordered several goods as part of a single order and the goods are delivered separately; or

(c) on the day on which you or a third party other than the carrier and indicated by you takes or has taken possession of the last consignment or the last item, if you have ordered goods which are delivered in several consignments or items.

In order to exercise your right of withdrawal, you must notify us, **Henkelhausen GmbH & Co. KG**, Hafenstraße 51, 47809 Krefeld, **Fax +49 (0) 2151 574-112**, Phone +49 (0) 2151 574-0, E-Mail [anfrage@henkelhausen.de](mailto:anfrage@henkelhausen.de), by means of a clear declaration (e.g. a letter sent by post or an e-mail)

about your decision to revoke this contract. You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal:

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return or hand over the goods to us without delay and in any

case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met, if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

#### END OF THE CANCELLATION POLICY

Model cancellation form

If you wish to withdraw from the contract, please complete this form and return it to:

Henkelhausen GmbH & Co. KG

Hafenstrasse 51

47809 Krefeld

Fax: +49 (0) 2151 574-112

E-Mail: anfrage@henkelhausen.de

I/we (\*) hereby revoke the contract concluded by me/us (\*)

the contract concluded by me/us (\*) for the purchase of the following

goods (\*) / the provision of the following service (\*)

> Ordered on (\*) / received on (\*)

> Order number

> Name of the consumer(s)

> Address of the consumer(s)

> Signature of the consumer(s)

(only in the case of a paper communication)

> date

(\*) Delete where inapplicable.

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#### **4. Delivery time**

- 4.1 Binding delivery dates and periods must be agreed expressly as binding. We shall make every endeavour to meet delivery dates and periods that are not binding or approximate (ca.).
- 4.2 Delivery periods shall begin with the customer's receipt of our order confirmation but not before all economic, technical and logistical details about the execution of the order have been clarified with the customer and all other requirements to be fulfilled by the customer have been met, in particular advance payments or prepayments agreed have been made. This shall apply accordingly to delivery dates. If the customer has requested changes after placing the order, which we have accepted, a new delivery period shall begin with the original period agreed, in the absence of such with a reasonable period when we confirm the change.
- 4.3 Deliveries may be made prior to expiry of the delivery time unless a specific delivery data has been expressly agreed. The delivery date shall be deemed the date on which the goods are reported ready for shipment, otherwise the date on which the goods are sent. The date of delivery for an obligation agreed to be performed at the creditor's place of business shall be deemed the date of delivery at the agreed place of delivery.

## **5. Self-delivery reservation, force majeure and other obstructions**

- 5.1 If we do not receive deliveries or services from our sub-contractors to provide a delivery or service which is due from us under the contract, despite due and proper stocking prior to conclusion of the contract with the customer in terms of quantity and quality under our delivery or service agreement with the customer (*congruent stocking*) or it is incorrect or not in due time for reasons for which we are not responsible or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), we shall notify our customer immediately in writing or text form (i.e. by fax or e-mail). In such case, we shall have the right to postpone the delivery for the duration of the obstruction, or to rescind the contract in whole or in part for that part of the contract not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk according to Section 276 *BGB*. Events of force majeure are also Pandemic (including the COVID-19 Pandemic)/Epidemic situations, strikes, lock-outs, official intervention, energy shortages and shortages of raw materials, transport bottlenecks or obstructions through no fault of our own, company obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not caused by our negligence.
- 5.2 If a delivery date or a delivery period is agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded by more than 30 calendar days due to events according to 5.1., the customer shall have the right to rescind the contract for that part of the contract not yet fulfilled if the further delay in delivery is objectively unreasonable for the customer.

## **6. Shipment and passing of risk**

- 6.1 Unless otherwise agreed, it is agreed that the obligation shall be performed at the debtor's place of business (collection by the customer at our registered office). Unless otherwise agreed, an agreed shipment of goods by ourselves shall be sent uninsured at the risk and expense of the customer and ex our registered office resp. warehouse in Krefeld.
- 6.2 The risk shall pass to the customer, in the case of an obligation agreed to be performed at the debtor's place of business, upon the goods being handed over to the customer and leaving our warehouse resp. the premises of our registered office in Krefeld, if an obligation to be performed at the debtor's place of business where the debtor must dispatch the goods has been agreed, upon the goods to be delivered being handed over to the forwarding agent, carrier or firms otherwise entrusted to carry out the shipment, and, where an obligation to be performed at the creditor's place of business has been agreed, upon delivery to the agreed place.
- 6.3 If a shipment is delayed because we assert our right of retention due to the customer's default in payment in whole or in part or due to another reason for which the customer is responsible, the risk shall pass to the customer at the latest as of the date of receipt of the notice stating that the delivery is ready for shipment.

## **7. Warranty**

- 7.1 If a product is defective, the customer shall have the right to request supplementary performance by remedy of the defect (rectification) or by delivery of a product free of defects (replacement delivery). In the case of a replacement delivery, the customer shall return the defective product to us in accordance with statutory provisions.

Replacement delivery shall be excluded from the outset for certain products which were custom-made for the customer and in the case of electronic components, preset controllers and control devices. This shall not affect the customer's right to reduction in price and rescission if rectification fails.

- 7.2 Warranty and liability shall otherwise be governed by statutory provisions.

## **8. Prices, payment terms**

- 8.1 All prices are in principle quoted in euros including packaging and including value added tax to be borne by the customer at the respective legally valid rate. We accept outside of orders at our onlineshop cash payment and bank transfer as means of payment.
- 8.2 In our online shop, payment can be made by credit card (VISA & Mastercard), PayPal, prepayment or also on account or by direct debit. Payment processing - with the exception of purchase on account and PayPal - is carried out by the service provider Bambora AB. In this respect, the following conditions of this clause 8.2 apply:

Payment by credit card (via.VISA & Mastercard)

We only accept Mastercard and Visa credit cards. For this purpose, the customer is automatically forwarded to an encrypted page of our payment partner Bambora AB in order to make the payment there. In any case, the credit card account will only be debited after delivery of the goods to the customer.

- 8.3 All prices are ex works resp. ex warehouse and in principle quoted gross in euros, and exclude packaging for shipment by sea or air, freight, postage and, if a transport insurance was agreed, insurance costs but include value added tax (if incurred by law) to be borne by the customer at the respective legally valid rate, and exclude any country-specific charges in the case of delivery to countries other than the Federal Republic of Germany, and exclude customs duties and other fees and public charges for the delivery/service. Unless otherwise agreed with the customer, the valid prices follow from our general price list respectively valid when the contract is concluded between ourselves and the customer.
- 8.4 Our invoices are payable within 14 calendar days of delivery of the products without any deduction unless otherwise expressly agreed. The date payment is received by us or credited to our account shall be deemed the payment date.
- 8.5 Unless otherwise agreed, we shall have the right to request the customer to make an advance payment when ordering of up to 30% of the net purchase price (purchase price less value added tax).
- 8.6 Freight and transport costs shall be charged to the customer unless otherwise expressly agreed.

## **9. Retention of title**

- 9.1 We shall retain title to all goods delivered by us (hereinafter referred to as a whole as "goods subject to retention of title") until all our claims under the contract concluded are paid.
- 9.2 The customer must notify us immediately in writing or text form (i.e. by fax or e-mail) of any third-party attachment of goods subject to retention of title. If attempts are made to attach the goods subject to retention of title, the customer shall indicate our title to third parties prior to payment in full.

## **10. Exclusion and limitation of liability**

- 10.1 We shall be fully liable if the customer's damage is due to a fraudulent, intentional or grossly negligent breach of duty by ourselves or our legal representatives or vicarious agents, in the event of the assumption of a guarantee for the quality of the product, the assumption of a procurement risk according to Section 276 BGB and in the case of injury to life, limb or health. This shall also not affect liability under the Produkthaftungsgesetz [German Product Liability Act] and other cases of mandatory statutory liability
- 10.2 Furthermore, we shall be liable for the violation of material obligations in the case of slight negligence. Material contractual obligations are obligations which determine the contract, the fulfilment of which the customer may rely on. In such case, we shall be liable, however, only for the foreseeable damage typical for the contract.

We shall not be liable for the violation of non-material contractual obligations in the case of slight negligence unless this relates to a damage claim for injury to limb, life and health, in the case of the assumption of a guarantee for the quality of the product, the assumption of a procurement risk according to Section 276 BGB and in the case of fraudulently concealed defects. This shall also not affect liability under the Produkthaftungsgesetz and other cases of mandatory statutory liability.

- 10.3 If our liability is excluded or limited, this shall also apply to the personal liability of our employees, bodies and vicarious agents.
- 10.4 There is no connection between the reversal of the burden of proof and the foregoing provisions.

## **11. Returns**

- 11.1 The return by customer and take back by us of products delivered is in principle excluded other than in warranty cases Art. 7) i.e. in the case of delivery of defective products, taking account of the provisions of these General Terms and Conditions of Sale and Delivery or other mandatory legal reasons. An exception shall apply only in such cases where the net invoice amount of the respectively delivered product is at least EUR 35.00 and it is not a case of products custom-made for the customer, electronic components, preset controllers or control devices or if otherwise expressly agreed and we have accepted the return.
- 11.2 The condition for a return is the return, carriage paid, and the approval of the returned products after examination carried out by us.

## **12. Place of performance, applicable law**

- 12.1 Unless otherwise agreed, place of performance for all contractual obligations is our company's registered office in Krefeld.
- 12.2 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Sales Convention (CISG), to all legal relations between the customer and ourselves. It is expressly clarified that this choice of law is also to be understood as such in the sense of Art. 14 para. 1 b) EC Regulation No. 864 / 2007 and shall thus also apply to non-contractual claims in the sense of this regulation. If foreign law applies in an individual case, our general terms and conditions must be interpreted in such a way, that the economic purpose pursued with them is safeguarded as far as possible.

## **13. Dispute settlement procedures**

The EU Commission provides a platform for out-of-court dispute settlement procedures. This gives consumers the opportunity first to clarify disputes in connection with their online purchase order out of court. The dispute settlement platform is available at: <https://ec.europa.eu/consumers/odr/>. Our email for consumer complaints is: [anfrage@henkelhausen.de](mailto:anfrage@henkelhausen.de). Apart from this, Henkelhausen GmbH & Co. KG does not take part in dispute settlement procedures before a consumer arbitration service (Section 36 VSBG - Gesetz über die alternative Streitbeilegung in Verbrauchersachen [German Law on Dispute Settlement for Consumers]).

### **Note on data protection**

**In accordance with the provisions of the *Bundesdatenschutzgesetz (BDSG)* [Federal Data Protection Act] and the General Data Protection Regulation (GDPR), we draw attention to the fact that our accounting is maintained on EDP equipment and we also in this context store data received as a result of the business relationship with the customer. We comply with data protection regulations. Customer data are used exclusively for the purpose of implementing the contract/purchase order.**