

General Terms and Conditions of Heiland Vision Germany GmbH – B2C

I. Scope and Contractual Basis

1. The following terms and conditions of sale apply to the purchase agreement concluded between you as the buyer and us as the seller for the delivery of goods.
2. All agreements made between you and us in connection with the purchase agreement arise from our binding offer and these terms and conditions of sale.

II. Prices; Payment

1. Our prices include packaging costs and statutory VAT; however, delivery and shipping costs are only included in our prices if a separate agreement has been made with you. In the event of cancellation of your declaration of intent to conclude the purchase agreement, you are responsible for the regular costs of returning the goods, as detailed in the cancellation policy attached below. We kindly ask you to return the goods to us in their original packaging.
2. Unless we have agreed otherwise with you, the purchase price owed by you is payable without deduction within 30 days of receipt of our invoice and delivery of the goods.
3. If you default on payment, we are entitled to charge interest from that date at a rate of 5% above the respective base interest rate of the European Central Bank (ECB). We reserve the right to prove a higher loss.

III. Set off; Right of Retention

You are only entitled to set off your claims against us if your claims have been legally established, we have acknowledged them, or your claims are undisputed. You are also entitled to set off your claims against ours if you assert claims for defects or counterclaims arising from the same purchase agreement. As the buyer, you may only exercise the right of retention if your counterclaim is based on the same purchase agreement.

IV. Delivery and Performance Time

1. Our delivery dates or delivery periods are non-binding unless expressly agreed upon as binding between you and us.
2. You may request in writing that we deliver within a reasonable period four weeks after a non-binding delivery date or delivery period has passed. If we culpably fail to meet a delivery date or delivery period expressly agreed upon as binding, or if we are in default for any other reason, you must grant us a reasonable grace period to fulfil our obligations. If we allow this grace period to expire without performance, you are entitled to withdraw from the purchase agreement.
3. Subject to the limitations set forth in Section V below, we are otherwise liable to you in accordance with statutory provisions if the contract is a fixed-date transaction, or if you are entitled to assert that your interest in the performance of the contract has ceased due to a delay in delivery for which we are responsible.
4. We are entitled to make partial deliveries and provide partial services at any time, provided this is reasonable for you.

V. Rights in case of delay and defects; Liability

1. If the delivered goods do not meet the
 - a) subjective requirements, i.e., do not have the quality agreed upon between you and us, or are not suitable for the use stipulated in our contract, or are not delivered with the agreed accessories and instructions, such as assembly and installation instructions,
 - b) objective requirements, i.e., are not suitable for ordinary use, or do not possess the qualities that are usual for goods of the same type or that the buyer can expect, taking into account the

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nature of the goods and/or public statements made by the seller or another member of the supply chain or on their behalf, in particular in advertising or on the label, or do not correspond to the quality of a sample or specimen that we provided to you before the conclusion of the contract, or are not delivered with the accessories, including packaging, assembly or installation instructions, and other instructions that the buyer can expect to receive, or

c) assembly requirements (if assembly is required),

Then we are obligated to provide subsequent performance.

2. Illustrations or drawings contained in our brochures, advertisements, and other sales materials are only approximate unless we have expressly designated the information contained therein as binding; in this respect, deviations of the delivered goods do not constitute a defect in the objective requirements of the goods within the meaning of the preceding paragraph. The same applies if we have expressly and separately agreed with you on a deviation from the objective requirements for the goods.

3. We are not obliged to provide subsequent performance if we are entitled to refuse subsequent performance under the statutory provisions.

4. Subsequent performance will be carried out at your option by remedying the defect (repair) or by delivering new goods (replacement). You must make the goods available to us for the purpose of subsequent performance. Furthermore, you must grant us a reasonable period for subsequent performance. During the period of subsequent performance, you are not entitled to reduce the purchase price or withdraw from the contract. If we have unsuccessfully attempted to repair the goods twice, the repair will be deemed to have failed. If subsequent performance fails, you are entitled, at your option, to reduce the purchase price or withdraw from the contract.

5. You may only assert claims for damages due to a defect if subsequent performance has failed. Your right to assert further claims for damages in accordance with the following paragraphs remains unaffected.

6. We are liable in accordance with statutory provisions for damages to life, body, and health resulting from a culpable breach of duty by us, our legal representatives, or our vicarious agents. Furthermore, we are liable in accordance with statutory provisions for other damages resulting from intentional or grossly negligent breaches of contract, as well as fraudulent misrepresentation, by us, our legal representatives, or our vicarious agents. To the extent that the Product Liability Act applies, we are liable without limitation in accordance with its provisions. We are also liable under any warranty of quality and/or durability, provided we have issued such a warranty with respect to the delivered goods. If damage occurs that is due to a lack of the quality or durability guaranteed by us, but this damage does not occur directly to the goods we delivered, we are only liable for this if the risk of such damage is clearly covered by our quality and durability guarantee.

7. If damage due to delay or a defect is caused by the simple negligence of a material contractual obligation, i.e., the simple negligence of an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance you, as the buyer, may regularly rely (such as the timely delivery of the goods), our liability is limited to the foreseeable and typical damage at the time of conclusion of the contract. The same applies if you are entitled to claims for damages in lieu of performance.

8. No further liability claims exist against us, regardless of the legal nature of the claims you may raise against us. This does not affect our liability under clause 6 above.

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VI. Retention of Title

The goods delivered (goods subject to retention of title) remain our property until full payment of all claims arising from this contract.

VII. Final Provisions, Applicable Law

This contract is governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Cancellation Policy

Right of Cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period will expire after fourteen days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the (last) goods. To exercise your right of cancellation, you must inform us (Heiland Vision Germany GmbH, Schmalheck 14, D-35625 Hüttenberg, Tel.: +49 (0)6441 77341, E-Mail: info@heiland-vision.com) of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post or an email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the cancellation period has expired.

... Consequences of Withdrawal

If you withdraw from this contract, we will reimburse all payments received from you, including delivery costs (excluding any additional costs incurred if you chose a delivery method other than our cheapest standard delivery option), without undue delay and no later than fourteen days from the day on which we received your notification of withdrawal. For this reimbursement, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise; in no case will you be charged any fees as a result of this reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.