

General terms of business of the rescue-tec GmbH & Co. KG

§ 1 General area of application

1. Between the rescue-tec GmbH & Co. KG and the customer are valid the following general terms of business in her version valid at the time of the order.
2. Consumers are natural people who close the legal deal with us for purposes which can be added predominantly neither her commercial ones nor her independent professional activity. Enterprisers are natural or legal entities or having legal capacity personal societies who act by end of the contract in exercise of her commercial or independent professional activity. Customer in terms of business are consumers as well as enterprisers.
3. In case our contractor (customer) is an entrepreneur (Sec. 14 BGB, German Civil Code), a legal entity of public law or a special fund under public law, in addition the following shall apply: These terms and conditions are also applicable for any and all future transactions, as far as they are of the same type. Terms and conditions of the customer shall not apply even if we do not expressly object to them in a separate declaration. Thus, deviating or contradicting conditions do only apply in case that we had accepted them in writing. Therefore, in particular, neither any unreserved acceptance of counter-performances nor any performance of delivery in the knowledge of such deviating terms and conditions shall be deemed an acknowledgement of such terms and conditions of our contractor/customer.

§ 2 Conclusion of the contract and prices

1. In order to submit a contract offer, the customer places goods in the shopping basket in the online shop. Once all the goods are in the shopping basket, the customer selects "Checkout" there. The customer logs in here at the latest or indicates that he is a new customer. After selecting the payment method and shipping method, the customer receives an overview of all relevant data of his contract offer in order to check them for input errors. Here the customer can correct input errors by using buttons for Change, the quantity, a bin for deleting an item, for the delivery address as well as for further goods a Back to Shop option. After accepting the General Terms and Conditions, the customer can send his order by clicking on "Order subject to payment".
2. By placing an order for goods (offer of contract by the customer), the customer bindingly declares that he wishes to purchase the ordered goods. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. Acceptance may be declared either in writing or by delivery of the goods to the customer or by request for payment. The request for payment can also be made during the ordering process by providing final payment options and forwarding to the websites of payment service providers, such as Sofortüberweisung, Giropay, EPS or PayPal, as well as by providing our bank details after the order has been sent.
3. If the consumer orders the product on electronic way, we will immediately confirm the access of the order. The access confirmation still shows no obliging acceptance of the order, provided that we do not request before or at the same time already to the payment. The access confirmation can be connected with the notice of acceptance.
4. If the customer is an enterpriser, the contract end occurs under the reservation of the right and timely selfsupply through our suppliers. This is valid only for the case that the non-delivery is not to be represented by us, in particular by end of a congruent covering transaction with our supplier. The customer is immediately informed about the non-availability of the achievement. The consideration is immediately refunded.
5. Provided that the consumer orders the product on electronic way, the contract text is not stored by us, is sent, however, to the customer together with the present terms and conditions by e-mail.
6. Language of the contract is German or English.

§ 3 Retention of title

1. With contracts with consumers we reserve ourselves the property in the product up to the entire payment of the purchase price. With contracts with enterprisers we reserve ourselves the property in the product up to the entire settlement of all demands from a running business connection.
2. The customer is obliged to inform us of an access of third to the retention of title product, possibly in case of a distraint, as well as any damages or the destruction of the retention of title product immediately. The customer has to indicate a change of ownership of the retention of title product as well as own residence change in the time of the retention of title us immediately.
3. Consumers are entitled unrestrictedly to the wide disposal. Enterprisers are entitled to resell the retention of title product in the well-arranged trend of affairs. The enterpriser already resigns to us now all demands by height of the invoice amount, at most, nevertheless, by height of our demands at the time of the wide disposal, which arise to him by the wide disposal against a third. We accept the cession. After the cession the enterpriser is authorised for the collection of the demand. We reserve ourselves to draw the demand independently, as soon as the enterpriser to his bills of debt follows not properly and gets in default.
4. We acquire from connection and mixture of the reservation product by enterprisers joint ownership in the new thing comparatively of the calculation value of the reservation product to the other processed objects at the time of the processing.
5. We commit ourselves, which to release in this respect us to being entitled securities at your desire when the realizable value of our securities exceeds the demand to be protected about more than 10%.

§4 Instructions on withdrawal – Right of withdrawal

Cancellation right for consumers:

They have the right to withdraw from this contract within fourteen days without giving reasons.

The withdrawal period will expire after fourteen days from the day,

- in you or one third named by you who is not the forwarding agent which have taken goods in possession or has, provided that you have ordered one or several goods within the scope of a uniform order and this is delivered uniformly or become;
- in you or one third named by you who is not forwarding agent which have taken the last product in possession or has, provided that you have ordered several goods within the scope of a uniform order and these are delivered apart;
- in you or one third named by you who is not the forwarding agent which have taken the last part broadcasting or the last piece in possession or has, provided that you have ordered a product which is delivered in several part broadcastings or pieces;

To use your right of withdrawal, have to do us,

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by means of an unequivocal explanation (for example a letter sent by post(mail), fax or e-mail) inform about your decision to withdrawal from this contract. They can use for it the attached model withdrawal form which is not prescribed, nevertheless.

You can fill the attached model withdrawal form or another unequivocal explanation also on our web page www.rescue-tec.de electronically and transmit. If you make of this possibility use, we will transmit to you immediately (for example by e-mail) a confirmation about the entrance of such a withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments which we have received from you, including the delivery expenses (with the exception of the additional costs which arise from the fact that you have chosen another kind of the delivery than which from us offered, most favorable standard delivery) immediately and at the latest within fourteen days from the day to pay back in which the communication about your withdrawal from this contract has come with us. For this repayment we use the same currency that you have started with the original transaction, unless, something else was agreed with you expressly; in no case remunerations are calculated to you because of this repayment. We can refuse the repayment, until we have got back the goods again or have produced to you the proof that you have sent back the goods, depending on which is the former time.

You shall send back the goods, which are able of package, or hand them over to us, which can be sent back on account of your state normally by post(mail), immediately and, in any case, at the latest within fourteen days, from the day in which you inform us about the withdrawal from this contract. The term is protected if you send the goods before the term of fourteen days. We fetch goods, which are not able of package. We bear the costs of the return of the goods. You must arise for any depreciation of the goods only if this depreciation is not due to one to the check of the state, qualities and functionality of the goods necessary contact with you.

Exclusion or extinction reasons

With contracts for the delivery of the goods which are not prefabricated and for their production an individual choice or regulation by you is decisive or which are cut unambiguously on your personal needs (for example individually printed T-shirts) no cancellation right exists.

The right of withdrawal goes out prematurely with contracts

for the delivery of the sealed goods which are not suitable for reasons of the health protection or the hygiene to the return if her sealing was removed after the delivery;
for the delivery of goods if were mixed after the delivery on account of her state inseparably with other goods;
for the delivery of sound-recordings or video recordings or computer software in a sealed packet if the sealing was removed after the delivery.

- End of Revocation Policy -

If you want to withdraw from this contract, fill please this form and send back it.

https://www.rescue-tec.de/download/Sample_Withdrawal_Form.pdf

§ 5 Payment terms

1. With first order we reserve ourselves, as a payment possibility only precash (toll-free) to offer. Further we can make available to the customer other payment kinds like IMMEDIATELY transfer, debit procedure (ELV), PayPal, Giropay, EPS or purchase on calculation. We are entitled to offer certain payment kinds only in isolated cases and to refer in other number kinds. For the customer with the respective order in particular cases to available additional payment kinds are indicated the customer in the course of the order process and before sending the order. Further information for the choice of the payment kinds in particular cases offered to the customer by the supplier, are to be taken from the data protection explanation. To the customer no additional costs originate with order from use of the distant communicative devices.

2. With precash we request to the payment by announcement of our correspondent. The product is dispatched, as soon as the money on our account has come. This is in the internal bank traffic in the next working day after sending the payment by you.

3. With the payment kind IMMEDIATELY transfer on our web page becomes to the customer after he his offer on end of a contract has delivered, the possibility compulsory, to the web page of the SOFORT GmbH, Gauting which pursues service IMMEDIATELY transfer, to change and to make the cash in advance payment according to the conditions given there. IMMEDIATELY transfer is a service with which the supplier receives the transfer credit immediately. Through this the whole order process accelerates. The customer needs for this account number, bank code number, PIN and

TAN of his own correspondent which he makes available to the SOFORT GmbH for the realisation of the payment. The customer has to make sure that he is entitled moreover according to the contract with his bank. About the secure, for the supplier accessible number form of the SOFORT GmbH does not put IMMEDIATELY transfer automated and on a real-time basis a transfer into the online bank account of the customer. Besides, the purchase amount is transferred immediately and directly to the bank account of the supplier. By choice of the payment kind IMMEDIATELY transfer opens a presatisfactory form to itself at the end of the order process. This already contains the correspondent of the supplier. In addition, are indicated in the form already the transfer amount and the intended purpose. Now the customer must select the country he is in which On-line Banking account leads and which give bank code number. Then the customer gives the same data, how with registration for the Online-Banking (account number and PIN). Afterwards the customer confirms his order by input of the TAN. Directly in the connection the customer receives if and when necessary the transaction confirmed. Basically every Internet user can use the IMMEDIATELY transfer as a payment kind if he disposes of a free-switched Online Banking account with PIN/TAN procedure. At some banks the IMMEDIATELY transfer is not available. From the SOFORT GmbH to us confirmed payment leads to the introduction of the dispatch process.

4. On the payment by means of PayPal the payment occurs as a cash in advance payment after the input of the payment data on the side of the PayPal (Europe) S.à r.l. et Cie, S.C.A., Luxembourg. In addition it can be necessary to open an account with this payment supplier. The realisation of payments can be dependent on whether the PayPal (Europe) S.à r.l. et Cie, S.C.A. enter a contractual relationship with the user. By the verification of the customer it can come for delays. You take further information please from the web page of PayPal as well as their Terms and Conditions. From PayPal to us confirmed payment leads to the introduction of the dispatch process.

5. On "calculation" without pre-payment we deliver only to authorities, enterprises and organisations whose order is provided with an official note paper or a stamp. It is not enough to give the organisation name with orders only. In any case, it must be recognizable that it concerns an official order. We ask for this for understanding!

6. Debit procedures SEPA: Within Germany we dispatch our advance announcement, instead of with 14 days of preliminary heat, with shortened term of two bank working days before date of maturity. This is valid for first debits and subsequent debits as well as one-off debit. Our debt holder-ID there is DE18ZZZ00000172499. Should articles from an order be still supplied later, these are supplied later of course postpaid and are calculated only then.

7. With the payment methods Giropay and EPS (only for Austria) on our website, the customer is given the opportunity to go to the website of Paydirekt GmbH, Frankfurt am Main with Giropay or with EPS of PSA after submitting an offer to conclude a contract Payment Services Austria GmbH, Vienna and to make the prepayment according to the conditions specified there. The customer has to select his bank and is then forwarded to a prepared form on the website of his bank. There he logs into his online banking and makes a bank transfer to the provider, whereby the amount and purpose are already specified. The customer then confirms his order by entering the TAN or another security method in accordance with his agreements with his bank. Immediately afterwards, the customer and the provider may receive confirmation of the transaction. Many banks participate in the Giropay or EPS procedures, but the services are not available at a few banks. In any case, the customer needs a bank account set up for online banking. Further information can be found at <https://www.giropay.de/kaeuffer/faq> and <https://www.eps-ueberweisung.at/>.

8. The enterpriser has a right to the compensation only if his counterclaims were ascertained legally or were recognised by us. The customer can use a retention right only if his counterclaim is based on the same contractual relationship.

§ 6 Terms of delivery and forwarding expenses

1. The dispatch of your order occurs with parcels with DHL (post). By foreign deliveries DHL partially works together with the regional package services which we can name not in advance.

Consignments are delivered by forwarding agency. Such articles are marked in our web shop accordingly. By the arrangement of several articles it can also come to the broadcastings liable to cargo which cannot be defined in advance. On inquiry we provide to begin with over here information.

2. You find the forwarding expenses in the online shop on the side "forwarding expenses/customer information" which can find by link directly in the product price, as well as in our print catalogue in the following to the general terms of business, until individually something else is agreed with priority with you.

3. Subsequent deliveries occur always postpaid.

§ 7 Danger crossing of goods

1. If the customer is an enterpriser, the danger of the accidental setting and the accidental deterioration of the product passes over certain person or institution on the customer in the handing over, by the sending purchase with the delivery of the thing to the forwarding agent, the carrier or, otherwise, for the implementation of the sending.

2. If the customer is a consumer, the danger of the accidental setting and the accidental deterioration of the sold thing also goes over by the sending purchase only in the handing over of the thing on the customer.

3. It is on a par with the handing over if the customer is in the delay of the acceptance.

§ 8 Guarantee

1. If the customer is a consumer are valid the legal guarantee rights.

2.

a) Being the customer of enterprisers, we provide for defects of the product first after our choice guarantee by finishing touches or spare delivery.

b) Enterprisers must indicate us evident defects within a term of one week from receipt of the product in writing; otherwise the assertion of the guarantee claim is excluded concerning this. For the term protection the timely sending is enough.

c) If the enterpriser chooses compensation after failed subsequent performance, the product remains with the enterpriser if to him this is reasonable.

d) For enterprisers the guarantee term amounts a year from delivery of the product. The shortened guarantee term is not valid for us added culpably caused damages or guile, as well as with resort claims according to §§ 478, 479 BGB (German Civil Code).

e) If the customer is an enterpriser, only the product description of the manufacturer is valid as a state of the product basically as agreed. Public statement, recommending or advertisement of the manufacturer show besides no contract-appropriate state information of the product.

3. The customer does not receive guarantees in the legal sense by us. Manufacturer's guarantees remain untouched from this.

§ 9 Restrictions of liability

"The provider shall be liable in the event of a breach of material contractual obligations for which it or its vicarious agents are responsible. An essential contractual obligation is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractor may regularly rely. In all other respects, the provider shall only be liable, irrespective of the legal grounds, insofar as the provider or its vicarious agent is guilty of intent or gross negligence. Insofar as the provider is liable for slight negligence, liability shall be limited to such typically foreseeable damage as was reasonably foreseeable for the provider at the time the contract was concluded. The above limitations of liability, which apply to contractual and non-contractual claims, shall not affect liability for delay, for claims under the Product Liability Act, producer liability, other mandatory statutory provisions or insofar as the liability relates to damage arising from injury to life, limb or health.

Insofar as the liability of the supplier is excluded or limited, this shall also apply in favour of the representatives, executive employees and vicarious agents."

§ 10 Final regulations

1. It is worth German right. With consumers the legal choice is valid only, as far as through this by compelling regulations of the right of the state of the usual stay of the consumer lasted protection is not taken away (principle of convenience). The regulations of the UN-purchase right expressly find no use.
2. If the customer is a merchant, a legal entity of the public right or public law special property, is exclusive legal venue for all disputes from this contract our place of business. The same is valid if the customer has no general legal venue in Germany or residence or usual stay are not known at the time of the complaint elevation. The competence to go also to the court in another legal place of jurisdiction remains untouched from this.
3. Should single regulations of the contract with the customer be ineffective including these general terms of business all or part or become, the validity of the remaining regulations is not touched through this. The regulation ineffective all or part should be substituted with a regulation which economic success of the ineffective ones comes close possibly.

§ 11 Reference obligations for consumer conciliation

We are not willing and obligated to take part in dispute resolution policies at a consumer conciliation body.

Supplier's marking and person responsible for the contents:

rescue-tec GmbH & Co. KG
Oberau 4-8, 65594 Runkel, Germany
HRA 1082, Amtsgericht (district court) Limburg a. d. Lahn

personally being liable companion:
rescue-tec administrative society mbh,
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