

GENERAL TERMS AND CONDITIONS ONLINE SHOP DOVO STAHLWAREN GMBH

§ 1 SCOPE AND PROVIDER

(1) These general terms and conditions (GTC) apply to all contracts between DOVO Stahlwaren GmbH, which in turn is represented by its managing director Mr. Jens Grudno, Böcklinstraße 10, 42719 Solingen, phone: +49 (0) 212 - 23 001-0, fax: +49 (0) 212 - 23 001-42, email: info@dovo.com (hereinafter: seller) and the buyer, which are concluded via the seller's online shop. Deviating conditions of the customer are not recognized unless the seller expressly agrees to their validity.

(2) Buyers within the meaning of these terms and conditions are both consumers (§ 13 BGB) and corporate customers (§ 14 BGB). According to § 13 BGB, a consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor part of his self-employed professional activities. According to § 14 BGB, a corporation is a natural or legal person or a legal partnership who, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity.

(3) The goods will only be delivered to the countries listed below: Germany, Belgium, Denmark, Luxembourg, the Netherlands, Czech Republic, Finland, France, Great Britain, Italy (10000-50999), Monaco, Austria, Sweden, Poland, Croatia, Slovakia, Slovenia, Greece, Ireland, Italy, Portugal, Spain, Bulgaria, Estonia, Latvia, Lithuania, Romania, Hungary. There is expressly no delivery to areas outside of the aforementioned countries and areas.

§ 2 CONCLUSION OF CONTRACT IN THE ONLINE SHOP

(1) **The item descriptions in the shop do not represent any legally binding offers.** Rather, it is a request to buyers to submit a binding offer by placing an order.

(2) **Submission of offers in the online shop**

By clicking the “Add to shopping cart” button, an item selected by the buyer in the online shop is placed in the online shopping cart as a reservation for a possible contract conclusion. When the buyer has placed all the selected items in the shopping cart, he can get to the shopping cart by clicking the button with the shopping cart shown in the top navigation bar and clicking on the button “to shopping cart”. In the shopping cart, the buyer can continue with the ordering process by clicking the button “Proceed to checkout”. The buyer then arrives at the point “Login” / “Register / Guest”. Here the buyer has to log in or register or enter his customer data when placing a guest order. If the buyer already has a customer account with the seller, the buyer can log in as an existing customer with his e-mail address and password and his customer data will be displayed directly and he will get to the point “Shipping address / billing address”. If the buyer is a new customer or does not have a customer account, he must click the “Next” button at this point in the ordering process. Then the customer has to decide whether he would like to register and create a customer account or whether he would like to order as a guest. If the customer would like to create a customer account, the customer must enter his data and then press the “Continue” button. He then gets to the account information and can continue the order process by clicking on the “Next” button. If the buyer has recalled or entered his customer data, he can continue with the order process by clicking the “Next” button. The buyer then arrives at the point “Shipping”. The guest buyer who has clicked on the buttons “continue as guest” and “next” at the point “register / guest” also arrives at this point. At this point, the buyer must provide his shipping address and, if applicable, a different billing address. He can then continue the order process by clicking on the “Next” button. There, the buyer must select a payment method approved for the specific business transaction by clicking the corresponding button. The buyer can then confirm by ticking the box that he agrees to the terms and conditions and the data protection regulations. The buyer can complete the order by clicking on the “Order” button. Until the buyer has clicked on the button “Order”, he can go back to the individual steps in the ordering process at any time by clicking on the individual order step and / or using the usual key combinations and correct possible input errors. After clicking the button “Order with obligation to pay”, a correction is no longer possible. His binding offer to conclude a contract is then sent to the seller. The order number is communicated to the buyer. The seller will notify the buyer of the receipt of the order immediately by email. **However, confirmation of receipt of the order does not yet constitute acceptance of the purchase offer.**

(3) The seller is authorized to accept an order received from the buyer within **two days** of receipt. **The purchase contract between the seller and the buyer is only concluded when the seller accepts the offer.**

(4) The seller saves the contract text after the contract is concluded and sends the order data and these terms and conditions to the buyer by email. The buyer can also view the terms and conditions at any time on the seller's website. The buyer can view past orders in the seller's customer login area, provided that he has registered with the seller and set up a customer account.

§ 3 PRICES

(1) The prices stated on the article pages of the online shop are displayed with the statutory value added tax and contain other price components. However, the prices do not include delivery and shipping costs, unless shipping and / or packaging costs are free.

§ 4 SHIPPING COSTS

(1) The shipping costs and the type of delivery of the items are displayed to the buyer during the ordering process in the online shop.

(2) The items can be picked up at the seller's place of business. There are no costs for delivery upon collection.

§ 5 DELIVERY CONDITIONS AND RESERVATION OF SELF-DELIVERY

(1) The delivery of the articles takes place with standard distribution services or shipping agents.

(2) The delivery of the articles takes place within five days, unless otherwise stated in the online shop. The seller points out deviating delivery times or unavailability on the respective article page in the online shop and / or in person.

(3) The delivery time begins with the payment by credit card (Visa, Amex, Mastercard), stripe, PayPal and instant transfer on the day of the item purchase, unless a different delivery time is specified for the item. If the last day of the period falls on a Saturday, Sunday or a public holiday recognized by the state at the place of delivery, the next working day (Mon-Fri) takes the place of such a day.

(4) If the article is not available because the seller is not supplied with this article by his supplier through no fault of his own, the seller can withdraw from the contract. In this case, the seller will inform the buyer immediately and, if necessary, suggest the delivery of a comparable item. If no comparable article is available or the buyer does not want a comparable article to be delivered, the seller will immediately reimburse the buyer for any payment already made.

(5) The delivery takes place on the dispatch route to the delivery address specified by the buyer, provided this is within the specified delivery area.

The following applies only to corporate customers:

(6) The start of the delivery time specified by the seller assumes that all technical questions have been clarified.

(7) The compliance with the delivery obligation of the seller also requires the timely and proper fulfillment of the obligation of the buyer. The exception of the unfulfilled contract remains reserved.

(8) If the buyer is in default of acceptance or if he culpably violates other obligations to cooperate, the seller is entitled to demand compensation for the damage incurred, including any additional expenses. Further claims or rights are reserved.

(9) If the prerequisites of Paragraph (8) are met, the risk of accidental loss or accidental deterioration of the purchased item is transferred to the buyer at the point in time at which the buyer is in default of acceptance or default.

(10) The seller is liable in accordance with the statutory provisions insofar as the underlying purchase contract is a firm deal within the meaning of Section 286 (2) No. 4 of the German Civil Code (BGB) or of Section 376 of the German Commercial Code (HGB). The seller is also liable according to the statutory provisions if, as a result of a delay in delivery for which he is responsible, the buyer is entitled to assert that his interest in the further fulfillment of the contract has ceased.

(11) The seller is also liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which he is responsible; a fault of the representatives or vicarious agents of the seller is to be attributed to him. If the delay in delivery is due to a grossly negligent breach of contract for which the seller is responsible, the seller's liability for damages is limited to the foreseeable, typically occurring damage.

(12) The seller is also liable in accordance with the statutory provisions insofar as the delay in delivery for which he is responsible is based on the culpable breach of an essential contractual obligation; in this case, however, the liability for damages is limited to the foreseeable, typically occurring damage.

§ 6 PAYMENT TERMS

(1) Before the ordering process begins, the buyer is informed separately in the online shop about the means of payment generally permitted in the online shop. Payment can be made either by credit card (Visa, Amex, Mastercard), stripe, PayPal or instant transfer.

(2) When paying by credit card (Visa, Amex, Mastercard), stripe, PayPal or instant transfer, the account of the buyer is debited when the item is ordered.

(3) A buyer, who is a consumer, is obliged to pay default interest of 5 percentage points above the base rate to the seller in the event of default in payment. For commercial / corporate customers, sentence 1 applies provided that the default interest rate is 9 percentage points above the base rate. The seller reserves the right to prove and assert higher damage caused by default.

§ 7 RETENTION OF TITLE

The following applies to consumers:

(1) The goods remain the property of the seller until they have been paid for in full. Pledging, assignment by way of security, processing or redesigning without the consent of the seller is not permitted before the transfer of ownership.

The following applies to corporate customers:

(2) The seller retains ownership of the purchased item until all payments from the delivery contract have been received. If the buyer acts in breach of contract, in particular in the event of default in payment, the seller is entitled to take back the purchased item. The withdrawal of the purchased item by the seller constitutes a withdrawal from the contract. After taking back the purchased item, the seller is authorized to dispose of it; the proceeds from the sale are to be offset against the buyer's liabilities - less reasonable disposal costs.

(3) The buyer is obliged to treat the purchased item with care; in particular, he is obliged to insure them adequately at replacement value at his own expense against fire, water and theft damage. If maintenance and inspection work is required, the buyer must carry this out in good time at his own expense.

(4) In the event of seizures or other interventions by third parties, the buyer must notify the seller immediately in writing so that the seller can file a lawsuit in accordance with Section 771 ZPO. If the third party is unable to reimburse the seller for the judicial and extrajudicial costs of a lawsuit according to § 771 ZPO, the buyer is liable for the loss incurred by the seller.

(5) The buyer is entitled to resell the purchased item in the ordinary course of business. However, he already now assigns to the seller all claims in the amount of the final invoice amount (including VAT) of the seller's claim that arise from the resale to his customers or third parties, regardless of whether the purchased item has been processed or not has been resold. The buyer remains authorized to collect this claim even after the assignment. This does not affect the seller's authority to collect the claim himself. However, the seller undertakes not to collect the claim as long as the buyer fulfills his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been made or payments have been suspended. If this is the case, however, the seller can demand that the buyer notify him of the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

(6) Until the purchase item has been paid for in full by the buyer, the processing or transformation of the purchase item is always carried out for the seller. If the purchased item is processed with other items that do not belong to the seller, the seller acquires co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. The same applies to the item created through processing as to the purchased item delivered with reservation.

(7) If the purchased item is inseparably mixed with other items that do not belong to the seller, the seller shall acquire co-ownership of the new item in proportion to the value of the purchased item (final invoice amount, including VAT) until the purchase item has been paid for in full by the buyer the other commingled items at the time of commingling. If the mixing takes place in such a way that the buyer's item is to be regarded as the main item, it is agreed that the buyer transfers proportional

co-ownership to the seller. The buyer keeps the resulting sole or co-ownership for the seller.

(8) The buyer also assigns to the seller the claims to secure his claims against him, which arise against a third party through the connection of the purchased item with a property. (9) The seller undertakes to release the securities to which he is entitled at the buyer's request insofar as the realizable value of the seller's securities exceeds the claims to be secured by more than 10%; The choice of securities to be released is incumbent upon the seller.

§ 8 RIGHT OF WITHDRAWAL FOR THE CONSUMER

As a consumer, you have a right of withdrawal.

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the last goods. In order to exercise your right of withdrawal, you must contact us

Name:	DOVO Stahlwaren GmbH
Address:	Böcklinstraße 10, 42719 Solingen
Telephone number:	+ 49 (0) 212 - 23 001-0
Fax number:	+ 49 (0) 212 - 23 001-42
Email address:	info@dovo.com

by means of a clear declaration (e.g. a letter sent by post, fax, e-mail or also by telephone) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, but this is not mandatory.

In order to meet the cancellation deadline, it is sufficient for you to send your notification that you are exercising your right of withdrawal before the cancellation period has expired.

Consequences of withdrawal

If you withdraw from this contract, we will have given you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the cheapest standard delivery

offered by us have), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse the repayment until we have received the goods back or until you have provided evidence that you have sent the goods back, whichever is earlier. You have to return or hand over the goods immediately and no later than fourteen days from the day on which you inform us of the cancellation of this contract, to

Name: DOVO Stahlwaren GmbH
Address: Böcklinstraße 10, 42719 Solingen

The deadline is met if you send the goods before the period of fourteen days has expired. We bear the 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 to check the nature, properties and functionality of the goods.

End of cancellation policy

§ 9 TRANSPORT DAMAGE

The following applies to consumers:

(1) If items are delivered with obvious transport damage, the buyer is requested to report such damage to the deliverer immediately and contact the seller as soon as possible on + 49 (0) 212 - 23 001-0 or by email at info@dovo.com. **This is not an obligation for the buyer.**

(2) Failure to lodge a complaint or to contact us has no consequences for the statutory warranty rights of the buyer. However, the buyer helps the seller to assert his claims against the carrier or the transport security.

§ 10 WARRANTY AND LIABILITY

(1) The warranty / liability for defects is based on the statutory provisions.

The following applies only to corporate customers:

(2) Claims for defects on the part of the corporate customer as the buyer require that he has properly complied with his inspection and complaint obligations under Section 377 of the German Commercial Code (HGB).

§ 11 PROPERTY RIGHTS

If goods are manufactured and delivered in a design specifically defined by the buyer (according to a drawing, sample or other specific information), he guarantees that the rights of third parties, in particular patents, utility models and other property rights and copyrights, are not violated. The buyer is obliged to hold the seller harmless from the claims of third parties that could result from such an infringement. Drawings, samples, etc. handed over by the seller are to be kept carefully and remain the property of the seller, unless immediate return has been requested.

§ 12 ALTERNATIVE DISPUTE RESOLUTION ACCORDING TO ART. 14 para. 1 ODR-VO AND § 36 VSBG

The European Commission provides a platform for online dispute resolution, which you can find at <https://ec.europa.eu/consumers/odr/>. We are neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

§ 13 FINAL PROVISIONS - PLACE OF JURISDICTION

(1) If an individual provision of these general terms and conditions is ineffective, the other provisions remain in effect.

(2) The contract language is German.

(3) The law of the Federal Republic of Germany applies to all disputes arising from or on the basis of this agreement, excluding the UN sales law. This choice of law applies to consumers only if this does not conflict with mandatory consumer protection regulations of the state in which the consumer has his habitual residence at the time of his order.

(4) If the buyer is a merchant, a legal person under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the buyer and the seller is the seat of the seller.

Status: December 2019

Sample - Withdrawal form

(If you want to cancel the contract, please fill out this form and send it back to us.)

To : DOVO Stahlwaren GmbH
Böcklinstrasse 10
42719 Solingen
Fax: +49 (0) 212 - 23 001-0
Email: info@dovo.com

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

[illegible]

Ordered on (*) / received on (*)

Name of the consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only if this is communicated on paper)

Date (*) Cross out inapplicable.