

(1) SPATO offers entrepreneurs within the meaning of Paragraph 2 of these General Terms and Conditions in particular swimming pools and pools along with accessories. The general terms and conditions apply to all entrepreneurs.

(2) Customers within the meaning of these General Terms and Conditions are exclusively entrepreneurs; these General Terms and Conditions only apply if the customer is an entrepreneur (§ 14 BGB). SPATO sells and delivers goods exclusively to entrepreneurs (§ 14 BGB).

These General Terms and Conditions apply to all orders placed by entrepreneurs. Terms and Conditions. Differing, conflicting or supplementary terms and conditions will not become part of the contract unless their validity is expressly agreed to. These terms and conditions also apply if SPATO carries out the order for the customer despite the customer's express declaration of awareness of the customer's conditions that conflict with or deviate from these terms and conditions.

(1) For orders, prior registration as a customer is required. This can only be done via the SPATO website at www.spato.de, by email or on site at SPATO.

(2) Only entrepreneurs are entitled to register. Proof must be provided by submitting a business registration.

(1) SPATO's offers are always subject to change and non-binding, unless the offer states otherwise. Due to the technical display options, the ordered goods may differ slightly, within reason, from the goods shown on the Internet, catalogs or other product descriptions; in particular, there may be color differences.

(2) The customer can order via the SPATO website, by email, by telephone or on site in the SPATO store. The customer's order represents a binding offer to conclude a purchase contract for the ordered goods.

(3) Unless Section 4 of these General Terms and Conditions applies or something else has been agreed between the parties, the ordering process is as follows:

The purchase contract is concluded

- a) by sending a separate email with an order confirmation or
- b) with the delivery of the goods or
- c) if the customer is asked to pay by SPATO after placing his order, whereby if several alternatives arise, the earlier one is decisive for the conclusion of the contract.

SPATO will immediately confirm receipt of the booking/order to the customer by email.

The order by the customer represents a binding offer to conclude a corresponding contract. SPATO can accept this within a period of 5 days.

(4) The contract is concluded with the reservation that it will not be performed in the event of incorrect delivery. This only applies in the event that SPATO is not responsible for the non-delivery and has concluded a specific cover transaction with the supplier with due care. SPATO will make all reasonable efforts to procure the goods. Otherwise, the consideration will be refunded immediately. If the goods are not available, the customer will be informed immediately.

(6) Return conditions for entrepreneurs (B2B)
Are you an entrepreneur and not a consumer within the meaning of §13 BGB? It is then possible for us to take back goods as a gesture of goodwill under the following conditions. Please ask us about the return beforehand

Merchandise return/restocking fee

1. If we voluntarily take back goods from the customer, the following applies: Only goods in a proper, salable condition that are not custom-made or ordered can be taken back. If the goods are returned, the customer will receive a refund in the amount of the value of the goods, less a restocking fee. The refund will not be paid out in cash, but will be offset against future purchases or orders. We are entitled to set off any refund amounts without restriction.

2. The restocking fee is a flat rate of 17.5% of the value of the goods taken back per item, unless a different value is agreed upon when the goods are taken back.

(7) Termination of current orders/order confirmations/contracts

If current orders/order confirmations/contracts are terminated by the buyer, SPATO is entitled to charge the buyer an expense allowance. The expense allowance will be charged to the buyer at least 20% of the order sum. If the order sum is less than 1000 €, the buyer will be charged to the buyer in full.

If the buyer has made a down payment, SPATO is entitled to offset this against the expense allowance and, if necessary, to recalculate it.

(1) Upon request from the customer, SPATO will send the customer a binding offer for custom-made products. The customer can accept this within 5 working days by sending a corresponding signed order confirmation.

The customer is charged to provide the measurements and other data relevant to the custom made product. SPATO will include this in its offer. By signing the order confirmation, the customer confirms that this data is correct.

(1) SPATO reserves ownership of the goods until all claims from an ongoing business relationship have been settled in full.

(2) If the customer behaves in breach of contract, in particular if payment is delayed, if the customer provides false information about his creditworthiness or if an application is made to open insolvency proceedings, SPATO is entitled - if necessary after setting a deadline - to withdraw from the contract and demand the return of the goods , provided that the customer has not yet provided the consideration or has not provided it in full.

(3) SPATO is entitled to resell the goods in the ordinary course of business. He now agrees to SPATO all claims in accordance with: H.d. the invoice amount that accrues to him through the resale to a third party. SPATO accepts the assignment. After the assignment, the customer is authorized to collect the claim. SPATO reserves the right to collect the claim itself as soon as the customer does not properly meet his payment obligations and defaults on payment.

(4) SPATO is under no obligation to return the goods if it is entitled at the customer's request to the extent that the realizable value of the securities exceeds the claim to be secured by more than 10%. SPATO is responsible for selecting the securities to be released.

(3) The customer only has the right to offset if his counterclaims have been legally established, recognized or not disputed by SPATO. The customer's right to offset contractual and other claims arising from the initiation or implementation of this contractual relationship remains unaffected. The customer can only exercise a right of retention if his counterclaim is based on the same contractual relationship.

(3) Further information about the payment methods can be found in the data protection declaration on the SPATO website.

(4) If the goods have not been paid for within the agreed payment terms, the customer is in default without the need for a reminder. In this case, he has to pay default interest of 10% above the applicable base interest rate (§§ 288 Para. 2 BGB). Any reminder costs incurred are borne by the customer. If it can be proven that there is higher damage caused by the delay, this can also be claimed.

(5) Payment terms

(1) The stated price is binding. Unless otherwise stated in the respective offer, prices are in EURO plus VAT. Any additional shipping costs that may arise during shipping are shown in the respective offer.

(2) The customer undertakes to pay the total price within 14 days of receiving the order confirmation by email or the invoice. After the deadline, the customer is in default of payment. During the default, the customer owes the money with interest. Interest is percentage points above the base interest rate. If it is later found that the customer also owes a flat rate of 40 euros, this also applies. If the entrepreneur is in arrears with an installment payment or other installment payment, SPATO reserves the right to claim higher damages from the customer. The flat rate according to sentence 4 will be offset against any claim for damages owed if the damage is based on legal costs.

(1) The payment options available to the customer are shown to the customer in the respective offer.

(3) Further information about the payment methods can be found in the data protection declaration on the SPATO website.

(4) If the goods have not been paid for within the agreed payment terms, the customer is in default without the need for a reminder. In this case, he has to pay default interest of 10% above the applicable base interest rate (§§ 288 Para. 2 BGB). Any reminder costs incurred are borne by the customer. If it can be proven that there is higher damage caused by the delay, this can also be claimed.

(5) Payment Terms

(1) SPATO delivers exclusively to the countries specified in the respective offer. (2) The delivery period is stated in the respective offer.

- (3) The delivery period begins one day after the payment order was made one day after ordering.
- Whereby if several alternatives occur, the earlier one is decisive for determining the delivery period.
- (4) If the start or end of the deadline falls on a Saturday, Sunday or a public holiday, the start or end of the deadline is postponed to the following working day.
- (5) If digital products (Section 327 Paragraph 1 BGB) have to be made available, the provisions of Section 7 Paragraphs 2-4 apply accordingly for the period until they are made available.
- (6) With regard to the reservation of proper self-delivery, SPATO refers to Section 2 Paragraph 4 of these General Terms and Conditions.
- (7) SPATO is not liable for deliveries if a partial delivery is reasonable for the customer, taking into account his interests. This has no influence on the content of the contract, in particular on the service owed by the seller or on the agreed service time. The customer does not incur any additional costs as a result of the partial delivery.

(1) The risk of accidental loss and accidental deterioration of the goods passes to the customer upon handover, or in the case of a mail order purchase, upon delivery of the goods to the freight forwarder, the freight carrier or the person or institution otherwise designated to carry out the shipment.

(3) The handover is deemed to be the same if the customer is in default with acceptance.

- (1) The customer is entitled to a statutory warranty right, which is modified in accordance with Sections 10 and 11 of these General Terms and Conditions.
- (2) Ordered goods may differ slightly in color from the goods shown on the Internet. Reference is made to Section 3 Paragraph 1 of these General Terms and Conditions.
- (3) SPATO initially guarantees defects in the goods through repair or replacement delivery at its discretion.

(5) As a general rule, only the product description from SPATO is deemed to be agreed as to the quality of the goods. Public statements, praise or advertising by the manufacturer do not represent the contractual quality of the goods.

(6) The limitation period is 1 year from delivery. Deviating from this, the statutory regulation applies in the following cases: if the seller can be accused of gross negligence, if the seller has fraudulently concealed a defect, if the seller has caused injury or damage to health attributable to the seller and in the event of loss of life of the entrepreneur, in the event of a Guarantee as well as in the case of delivery recourse according to § 478 BGB and in the case of delivery recourse according to § 327 u BGB. The seller's liability under the Product Liability Act remains unaffected by this.

(8) SPATO does not provide the customer with any guarantees in the legal sense, unless expressly agreed otherwise. Manufacturer guarantees remain unaffected.

(9) Complaint before replacement delivery

Advance replacement delivery is always an accommodating and non-binding way of processing complaints by SPATO GmbH.

If it is the case that an advance replacement is provided, a new order will be created and calculated for this purpose. Advance replacement deliveries are always charged.

As soon as the goods in question have been returned at the buyer's expense and checked, objective processing can take place.

Any credits will never be paid out; the refund will not be paid out in cash, but will only be offset against future purchases or orders. We are entitled to set off any refund amounts without restriction. If the customer is at fault, repairs to the goods complained about and expenses may be charged to the buyer.

(11) In the case of slightly negligent breaches of duty, liability is limited to the average damage that is foreseeable and typical for the contract, depending on the type of goods. This also applies to slightly negligent breaches of duty by SPATO's legal representatives or vicarious agents. SPATO is not liable for slightly negligent violations of insignificant contractual obligations. However, he is liable for the violation of the customer's essential contractual legal positions. Essential contractual legal positions are those that the contract must grant to the customer based on the content and purpose of the contract. SPATO is also liable for the breach of obligations, the fulfillment of which enables the proper execution of the contract and on whose compliance the customer can rely.

(2) The above limitations of liability do not affect customer claims arising from guarantees and/or product liability. Furthermore, the limitations of liability do not apply in the event of fraud, breach of essential contractual obligations or physical injury or damage to health attributable to SPATO or loss of life of the customer.

(3) SPATO is only liable for its own content on the website of its online shop. To the extent that links enable access to other websites, SPATO is not responsible for the external content contained there. He makes the strange contents not own. If SPATO becomes aware of illegal content on external websites, it will immediately block access to these sites.

(1) The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply. Section 21 Paragraph 1, 3 Sentence 5.2 TDSG remains unaffected.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is the court responsible for SPATO's registered office, unless there is an exclusive place of jurisdiction. However, SPATO is also entitled to sue the merchant at his place of residence or place of business. The competence, which may be reasoned by a exclusive jurisdiction remains untouched.

"We reserve the right to adjust prices due to the global pandemic and raw material shortages."