



## GENERAL TERMS AND CONDITIONS.

### I. GENERAL PROVISIONS

1. Our General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Buyer or third parties shall not apply, even if we do not separately object to their validity in individual cases, unless we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's General Terms and Conditions. Even if we refer to a letter that contains or refers to the terms and conditions of the buyer or a third party, this does not constitute consent to the validity of those terms and conditions.
2. We reserve our property rights and copyrights to drawings, documentation and similar information; they may not be made accessible to third parties without our prior written consent. They must be returned to Eloma GmbH immediately upon request.
3. By signing an order, the buyer makes an irrevocable offer to purchase to which he is bound for 4 weeks and which requires acceptance by Eloma GmbH. Acceptance is effected by the order confirmation. Eloma GmbH expressly reserves the right to make changes to the devices in the interests of technical progress.
4. In the case of call-off orders with or without a specified time, the Buyer is obliged to notify Eloma GmbH in writing of the desired delivery date at least 8 weeks in advance. The list prices valid at the time of delivery shall apply.
5. Verbal agreements, subsequent amendments to the contract, warranted characteristics of the goods, delivery dates are only binding if they have been confirmed in writing.
6. Eloma GmbH, 82216 Maisach, is exclusively responsible for the order confirmation, for the acceptance of notices of defects and for the processing of the contract.
7. The place of performance for all obligations arising from the contractual relationship and the place of jurisdiction for any dispute arising from the business relationship is Maisach. This shall also apply if the customer has no general place of jurisdiction in Germany. The law of the Federal Republic of Germany shall apply to contracts between us and the buyer to the exclusion of the UN Convention on Contracts for the International Sale of Goods.



## II ACCEPTANCE OF GOODS

1. The buyer is obliged to accept the purchased goods. If he does not accept them for reasons for which the buyer is responsible, he must pay 0.1% per day of the net order value plus the applicable value added tax as storage costs from the date of delivery. Proof of higher damages and our statutory claims (in particular compensation of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum. The Buyer may not refuse to accept the delivery in the event of minor defects and deviations in quantity.

## III DELIVERY

1. The delivery time is only approximate. If Eloma GmbH fails to meet the approximate delivery date, the Buyer must notify Eloma GmbH in writing of a delay in delivery, specifying a delivery period of at least 6 weeks. Claims for damages for this period are excluded.
2. If the completion or delivery of the item is demonstrably delayed due to force majeure, labour disputes or other events beyond our control, the delivery period shall be extended accordingly. Cases of delayed self-delivery to Eloma GmbH is also deemed to be beyond the control of Eloma GmbH.

## IV. DISPATCH, TRANSFER OF RISK AND ASSEMBLY

1. Subject to Clause 3 and unless otherwise agreed, dispatch shall be at the risk of the Buyer ex works or at a dispatch point to be selected by Eloma GmbH at the expense and risk of the Buyer.
2. The costs of transport insurance, which Eloma GmbH is authorised but not obliged to take out, shall be borne by the Buyer. The costs for loading, customs and similar shall be borne by the Buyer.
3. If acceptance is required, this shall be decisive for the transfer of risk. If the customer has accepted the transport of the goods from the place of manufacture to the place of use, the customer shall bear the risk for the duration of the transport.
4. Unless otherwise agreed, installation, connection and assembly of the object of purchase shall be the responsibility of the Buyer and shall be carried out by the Buyer, in compliance with the applicable official regulations, by the Seller's



authorised customer service or in cooperation with the Seller at the Buyer's own expense and risk.

## V. LIABILITY FOR MATERIAL DEFECTS AND COMPLAINTS

1. Claims for material defects become time-barred within 2 years of delivery of the goods. Eloma GmbH accepts no liability for material defects for used items.
2. In the event of defects in the delivered goods, we shall repair or replace the goods at our discretion.
3. We retain ownership of parts replaced in the exchange process.
4. In particular, no warranty is assumed for damage that has occurred for the following reasons, unless they are due to our fault: natural wear and tear, normal wear and tear, improper intervention or repair work carried out by the buyer or third parties, unsuitable or improper use, incorrect operation, assembly, commissioning, incorrect or negligent handling, improper maintenance, use of unsuitable operating and cleaning agents, chemical, electrochemical or electrical influences, modifications to the delivery item carried out without our consent.
5. The Buyer must give Eloma GmbH the necessary time and opportunity to carry out the repair or replacement delivery that we deem necessary at our reasonable discretion.
6. In the event of justified complaints, Eloma GmbH shall bear the direct costs of rectification or replacement delivery. For delivery locations outside the Federal Republic of Germany, the total costs to be borne by us are limited to the amount of the order value.
7. In cases of culpable contributory causation of the defects by the Buyer, in particular due to non-compliance with the obligation to avoid damage and minimise damages, the Seller reserves the right to claim corresponding damages.
8. The buyer has the right to withdraw from the contract at his discretion if - taking into account the statutory exceptions - a deadline set for us for the repair or replacement delivery due to a material defect expires without result.
9. The Buyer's rights arising from the liability for material defects are not transferable without the consent of Eloma GmbH.

## VI PAYMENT

1. The prices are ex works or other place of dispatch at the discretion of Eloma GmbH plus value added tax at the statutory rate applicable at the time of delivery.



2. Payment is to be made to Eloma GmbH, Maisach, in accordance with the payment agreement. Eloma GmbH shall determine the claims against which incoming payments are to be offset. Any costs and/or fees incurred with the payment shall be borne by the Buyer. In the case of payment by cheque or bill of exchange, the claims shall only be settled when they are irrevocably credited to our account. If a cheque, bill of exchange or direct debit is not honored, the remaining claim is due for payment immediately and Eloma GmbH is immediately entitled to withdraw from the contract or demand compensation. Deliveries abroad are only made against a letter of credit.
3. If an agreed payment date is exceeded, we shall charge interest on arrears in accordance with the applicable statutory provisions (Sections 247, 288 German Civil Code (BGB)).
4. A residual debt shall become due immediately, irrespective of the agreed due date, if:
  - a) the buyer defaults on two consecutive instalments in whole or in part;
  - b) the buyer suspends payment, composition proceedings or bankruptcy proceedings are instituted or applied for against him or he applies to his creditors for a moratorium or seeks composition proceedings;
5. In the case of partial deliveries which are fully functional in themselves, Eloma GmbH is entitled to invoice these partial deliveries separately.
6. The buyer's payments are first offset against any costs, then against interest and finally against the purchase price claims.

## VII LIABILITY

1. We shall only be liable, also in the event of damages due to breaches of duty during contract negotiations, irrespective of the legal grounds (in particular also for compensation for damages that have not occurred to the delivery item itself) in the event of intent, culpable breach of material contractual obligations, gross negligence on the part of company bodies or executive employees and in the event of culpable injury to life, limb and health.
2. Compensation for purely financial losses is limited by the general principles of good faith, for example in cases of disproportionality between the value of the order and the amount of the loss.
3. Any further liability, on whatever legal grounds, in particular also for compensation for damage that has not occurred to the delivery item itself, is excluded.



## VIII RETURN OF DEVICES

1. Returned appliances will only be accepted in payment in accordance with Eloma GmbH's current terms and conditions. Commercial agents and other representatives as well as customer service employees are only authorised to accept returns if they present a written authorisation issued by Eloma GmbH. The costs of return, dismantling, transport costs, labour costs etc. shall be borne by the Buyer.
2. After the end of use of the devices supplied by Eloma GmbH, the Customer is obliged to dispose of the devices at its own expense, unless other mandatory legal regulations apply. The statutory regulations must be complied with during disposal. The Customer shall indemnify Eloma GmbH from all obligations under § 10 (2) of the German Electrical and Electronic Equipment Act (ElektroG) - in particular from the manufacturer's obligation to take back the equipment and all related third-party claims - and if delivered devices are passed on to third parties, the Customer is obliged to contractually oblige them to dispose of the devices properly after use in compliance with the statutory regulations. If the devices are passed on again, the third parties shall be contractually obliged to impose a corresponding obligation on the recipients of the devices. If the third party is not effectively obligated, the Customer must take back the devices and dispose of them in accordance with the statutory regulations. Eloma GmbH shall be indemnified against any claims by third parties and any deviating agreement on the return and disposal of old electrical appliances by Eloma GmbH must be made in writing.

## IX. RETURN OF SPARE PARTS

1. Spare parts can be returned in their original packaging within 14 days of receipt. Transport damage reports will only be accepted if this is reported to Eloma GmbH in writing immediately after receipt of the goods. Goods received must be checked immediately for completeness and defects. Defective or incomplete deliveries must be reported in writing immediately upon receipt. For returned parts due to incorrect orders, a restocking fee of 12% of the list price will be charged, but at least € 25.00 per delivery.

## X. RETENTION OF TITLE

1. All delivered goods and the proceeds from the resale remain the property of Eloma GmbH until all claims of Eloma GmbH against the Buyer have been paid in full. The Buyer therefore assigns his claims from the resale of the goods to Eloma GmbH until all claims arising from the purchase contract have been fulfilled.



2. Insofar as the validity of the retention of title in the country of destination is subject to special conditions or special formal requirements, the buyer must ensure that they are fulfilled.
3. The buyer may neither pledge the delivery item nor assign it as security before the transfer of ownership. In the event of seizure, confiscation or other dispositions by third parties, the buyer must inform us immediately.
4. In the event of breach of contract by the buyer, in particular default of payment, we are entitled to take back the goods after issuing a reminder. The buyer is obliged to surrender the goods. Neither the assertion of the retention of title nor the seizure of the delivery item by us shall be deemed a termination of the contract.
5. An application for the opening of insolvency proceedings against the assets of the buyer shall entitle us to withdraw from the contract and to demand the immediate return of the delivery item.
6. If the contract is terminated for reasons for which the Buyer is responsible, Eloma GmbH shall be entitled to demand compensation for depreciation in value for the use and enjoyment of the item.

## XI. LUMP-SUM SETTLEMENT OF CLAIMS FOR DAMAGES

1. If Eloma GmbH is entitled to claim damages, Eloma GmbH may claim 25% of the purchase price as damages without proof. The buyer is at liberty to prove that no damage has been incurred or that it is significantly lower than the agreed lump sum. Eloma GmbH reserves the right to claim higher actual damages.

## XII SOFTWARE

1. Eloma GmbH devices contain software components that are subject to different licences. The details can be viewed at <https://licenses.eloma.com>.
2. Some software components, which can be traced under the link mentioned in section 1 above, may be subject to the GNU Lesser General Public Licence (LGPL) version 3.0 or later or GNU General Public Licence (GPL) version 2.0 or later. Under the terms of this licence, Eloma will make the complete corresponding source code of these components available free of charge to any interested party upon request for a period of at least three years from the date of distribution of the relevant device.

Enquiries can be sent by e-mail to [licenses@eloma.com](mailto:licenses@eloma.com).



Alternatively, the source code can be downloaded directly at:  
<https://licenses.eloma.com>

In order to be able to provide the correct source code components, we ask - if possible - for the software version and serial number of the device. However, this offer is valid regardless of the provision of this information.

### XIII PARTIAL INVALIDITY

1. Should one of the above provisions be invalid, this shall not affect the validity of the remaining provisions.

### XIV NOTE PURSUANT TO § 33 BDSG

1. Your order-related data will be saved electronically by us. (7/2011)

*This version of the General Terms and Conditions is valid from 1 October 2025 and replaces all previous versions.*