

**Terms and Conditions B2B Portal Fuchs & Schmitt GmbH & Co KG,
Lilienthalstrasse 2, 63741 Aschaffenburg**

Section 1 Scope of application

(1). The following terms and conditions B2B apply exclusively to the sale of goods and other services by us, Fuchs & Schmitt GmbH & Co KG, that are concluded as online transactions. This means that they govern purchase contracts that are concluded using the B2B portal of Fuchs & Schmitt GmbH & Co KG.

The following terms and conditions apply in their form as applicable at the time of contract conclusion.

Any deviating or contrary terms and conditions of the customer will not be accepted by us, unless we have expressly agreed to any such. Any provision of services shall not be construed as acceptance in this sense.

(2). The present terms and conditions shall apply exclusively to companies in terms of sections 14, 310 clause 1 German Civil Code (BGB).

Section 2 Registration as customer

(1). In addition to direct orders, you have the option to create an own user account and to thereby have yourself registered as customer in our trading system. Only companies may register (see section 1 clause 2).

The information required for the creation of your user account must be entered completely and truthfully. You are yourself responsible to enter subsequent changes in your personal data.

(2). You must keep the password chosen by you secret at all times and must not disclose it to third parties under any circumstances.

(3). By registering, you declare your general consent to these terms and conditions.

Section 3 Conclusion of contract

(1) We exclusively sell our goods and other services to companies in terms of section 14 German Civil Code (BGB).

(2) Insofar as the option for an online order is also provided, you are already making a binding contract offer by clicking on the button "Place order" at the end of the ordering process. A purchase contract is only concluded once we accept this offer.

Section 4 Prices, shipping costs, payment terms, offsetting, assignment

(1). The prices payable are the prices applicable at the time the order is placed. Accordingly, there is at no point an entitlement to receive goods at lower prices which may apply at a previous or later time. If we, by way of exception, do acknowledge any reduction of prices occurring prior to delivery of the goods in your current order, this is voluntary and does not give rise to legal obligations.

(2). The payment and delivery conditions agreed with you shall apply at all times.

(3). Furthermore, our general terms and conditions apply, the current version of which you can access on our website under www.fuchsschmitt.de.

Section 5 Obligation to perform, delivery conditions, delayed delivery, delayed acceptance

(1). We shall comply with our obligation to perform under the purchase contract concluded with you by delivery of the goods ex warehouse.

(2). We shall have the right to provide partial deliveries, provided that such procedure is reasonable for the customer on a case-by-case basis.

(3) Until handover of the item(s) to the shipping company or carrier, our obligation to perform shall be limited to the stock of items of the same type and designation as are available in our warehouse. There is no further procurement obligation. Especially, there shall be no obligation to order more of the same items from the supplier.

Section 6. Final provisions, applicable law, place of jurisdiction, severability clause

(1) Amendments or supplements to these terms and conditions must be made in writing. This shall also apply to rescinding this written form obligation.

(2) Place of jurisdiction and performance shall be our place of business in Aschaffenburg.

(3) If individual provisions of this contract become invalid or disagree with legal regulations, the validity of the remainder of the contract shall remain unaffected.

Aschaffenburg, on 1 January 2019

Customer number: _____

Customer name: _____

Contact partner Customer: _____

E-mail address: _____

Telephone number: _____

B2B access requested: _____

Date / Signature: _____