

1. Scope of application and validity

- 1.1. The following General Terms and Conditions (GTC) of QualiTerra GmbH (hereinafter referred to as "Seller") apply to all our business relationships with customers (hereinafter referred to as "Buyer"). The GTC shall only apply if the Buyer is an entrepreneur (Section 14 German Civil Code), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) German Civil Code (BGB).
- 1.2. The General Terms and Conditions of the Seller shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that the Seller has expressly agreed to their validity. This requirement of consent shall also apply if the Buyer refers to his General Terms and Conditions in the context of the order and the Seller has not expressly objected to the Buyer's General Terms and Conditions.
- 1.3. These GTC apply to contracts for the sale and/or delivery of movable goods ("Goods"). It is irrelevant whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 650 German Civil Code). Unless otherwise agreed, the GTC shall also apply in the version valid at the time of the Buyer's order or in the version last communicated to him in text form as a framework agreement for similar future contracts, without the Seller having to refer to them again on a case-by-case basis.
- 1.4. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) and information in the Seller's order confirmation shall take precedence over these GTC. Subject to proof to the contrary, a written contract or written confirmation from the Seller shall be authoritative for the content of such agreements.
- 1.5. Legally relevant declarations and notifications by the buyer regarding the contract (e.g. notifications of defects, setting of deadlines, cancellation or reduction) must be made in writing or text form (e.g. letter, email, fax). Further statutory formal requirements and further evidence (if necessary, in case of doubt about the legitimisation of the declaring party) remain unaffected.

2. Offer, order, conclusion of contract

- 2.1. The Seller's offers are subject to change and non-binding. This shall also apply if the Seller has provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) and other product descriptions or documents (including in electronic form). The Seller reserves the right of ownership and copyright to all documents provided to the Buyer in connection with the placing of the order. These documents may not be made accessible to third parties unless the Seller grants the Buyer express written consent to do so.
- 2.2. The buyer's order can be placed via the Internet, e-mail, telephone, post, sales representative or sales agent. In each case, the buyer submits an offer to conclude a purchase contract.
- 2.3. The acceptance of the offer and thus the conclusion of a contract only takes place by the transmission of an order confirmation from the seller to the buyer or by delivery of the goods to the buyer.

3. Prices and terms of payment

- 3.1. Unless otherwise agreed in writing in individual cases, the Seller's current prices at the time of conclusion of the contract shall apply, plus statutory VAT.
- 3.2. Unless a fixed price agreement has been made, reasonable price changes due to changes in labour, material and distribution costs for deliveries made 3 months or later after conclusion of the contract are reserved. In the event of a significant change in procurement costs or procurement prices due to a change in the market situation or a change in product specifications, the Seller shall also be entitled to adjust the prices.
- 3.3. Payments to the seller are to be made exclusively by bank transfer or instant bank transfer to the following bank account:
Payee: QualiTerra GmbH
Bank: VR Bank Coburg eG
IBAN: DE18 7836 0000 0001 3600 19
BIC: GENODEF1COS
- 3.4. Payment for the first order must be made in advance within 10 working days. The seller is not obliged to deliver before full payment has been made.
- 3.5. Unless otherwise agreed, the purchase price for subsequent orders is due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, the Seller shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. The seller shall declare a corresponding reservation at the latest with the order confirmation.
- 3.6. The deduction of a cash discount is only permitted if specifically agreed in text form; further separate agreements regarding the terms of payment can also be made in text form.
- 3.7. The seller does not grant any discounts on books, vouchers, already reduced goods and special prices.
- 3.8. The buyer shall be in default if the above payment period expires. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate pursuant to Section 288 (2) BGB (German Civil Code) in the amount of nine percentage points above the respective base interest rate. The seller reserves the right to assert further claims for damages caused by default. The Seller's claim against merchants for commercial maturity interest in accordance with § 353 HGB remains unaffected.
- 3.9. If it is foreseeable after conclusion of the contract that the Seller's claim to payment of the purchase price is jeopardised due to the Buyer's inability to pay (e.g. due to an application for the opening of insolvency proceedings), the Seller shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract (Section 321 BGB). In the case of contracts for which the manufacture of non-fungible goods (customised products) is owed, the seller may declare withdrawal immediately. The statutory provisions on the dispensability of setting a deadline remain unaffected in this respect.

4. Rights of retention

The purchaser shall only be entitled to rights of set-off or retention in the event that his claim has been legally established or is undisputed and his counterclaim is based on the same contractual relationship. In the event that defects occur within the scope of the delivery, the Buyer's counterclaims shall remain unaffected.

5. Delivery period and delay in delivery

- 5.1. The delivery period shall be agreed individually or specified by the seller upon acceptance of the order.
- 5.2. The delivery period shall not commence until all technical questions and other details of the order have been clarified with the Buyer and the Buyer has duly fulfilled its other obligations in good time. These obligations of the Buyer include in particular the timely provision of the place of delivery and the payment of any agreed advance payment. The defence of non-performance of the contract remains reserved.
- 5.3. In the event that the Seller is unable to meet contractually agreed delivery deadlines for reasons for which it is not responsible, the Seller shall inform the Buyer of this circumstance without delay and at the same time notify the Buyer of the expected or new delivery deadline. If a delayed delivery cannot be made due to non-availability of the service even within the newly announced delivery period, the seller is entitled to withdraw from the contract in whole or in part. The non-availability of the service is given in particular if the seller's suppliers have not delivered to the seller in good time or if there are other disruptions in the supply chain (for example due to force majeure).

6. Delivery and shipping conditions

- 6.1. The choice of shipping method (e.g., parcel service or freight forwarding) shall be made at the discretion of the Seller, unless expressly agreed otherwise with the Buyer. In the case of freight forwarding deliveries, delivery shall generally be made to the curbside (i.e., not unloaded). In such cases, the Buyer shall be solely responsible for unloading the goods and transporting them to the intended place of use. Additional services such as carrying the goods to the place of use or assembly shall only be provided upon separate agreement and shall be invoiced separately.
- 6.2. If the customer does not order assembly services, he is responsible for the timely provision of suitable technical unloading aids (e.g. wheel loaders) and the unloading process. Either 2-3 persons or alternatively a wheel loader or similar are required for large play equipment, as the individual parts are very heavy.
- 6.3. All deliveries within the Federal Republic of Germany, to France and to the Benelux countries are made in accordance with Incoterms DAP (Delivered at Place) to the delivery address specified by the buyer, or to the ramp. The Seller organises the transport of the goods to the destination.
The freight costs shall be invoiced to the Buyer as follows:

0 € to 3,000 €	= 12%
3,001 € to 6,000 €	= 10%
6,001 € to 9,000 €	= 8%
9,001 € to 12,000 €	= 6%
from € 12,001	= 4%
- 6.4. For deliveries to German and French islands, French overseas departments, other EU countries, and non-EU countries, different delivery conditions apply, which are agreed upon individually with the buyer.
- 6.5. Self-collection from the Coburg warehouse is possible on working days (Monday to Friday) from 9 am to 4 pm. In such cases, no freight charges shall apply.
- 6.6. Delivery to postal warehouses, depots, packing stations and post offices is not possible.
- 6.7. The Seller reserves the right to make partial deliveries, which will be invoiced separately. Shipping costs will only be charged once.

7. Exchange and return

Goods that have been customised, outdoor play equipment and furniture are excluded from the right of exchange.

8. Structure and assembly

- 8.1. The goods are delivered partially disassembled or partially assembled.
- 8.2. Assembly and installation are not part of the contract.
- 8.3. The assembly of the goods can be carried out at the request of the Buyer against additional costs notified in advance by the Seller. If assembly is not possible due to local conditions not previously or incorrectly indicated by the Buyer, the Seller reserves the right to charge the Buyer for any additional costs incurred (e.g. travelling costs, accommodation costs). In the event that the goods have to be stored at a different location, the Buyer shall inform the Seller of this in advance by telephone and in text form. The buyer must ensure that the stored goods are at the installation site at the time of installation.
- 8.4. If appliances are to be installed outdoors, the buyer is obliged to complete the supplementary sheet "Installation requirements sheet" in advance and send it to the seller. An order confirmation can only be issued once the seller has received the signed supplementary sheet.

9. Retention of title

- 9.1. The delivered goods (reserved goods) shall remain the property of the seller until all claims arising from this contract have been paid in full.
- 9.2. As long as ownership has not yet been transferred to the Buyer, the Buyer undertakes to treat the reserved goods with care and to protect them adequately against damage caused by fire, water, use and theft.
- 9.3. As long as ownership has not yet been transferred to the buyer, the buyer is not authorised to pledge the reserved goods to third parties or to assign them by way of security. However, the buyer is authorised to use the reserved goods and to resell them in the ordinary course of business as long as he is not in arrears with his payment obligations. The Buyer assigns to the Seller by way of security the claims against his business partners arising from the sale in the amount of the final invoice amount agreed with the Seller (including VAT). The seller accepts the assignment.

- 9.4. The Seller revocably authorises the Buyer to collect the claims assigned to the Seller for the Seller's account in its own name. This shall not affect the Seller's right to collect the receivables itself. However, the Seller shall not collect the claims himself and shall not revoke the direct debit authorisation as long as the Buyer duly fulfils his payment obligations.
- 9.5. If the Buyer is in breach of contract with the Seller, in particular if it defaults on its payment obligations, the Seller has the right to withdraw from the purchase contract and to demand that the Buyer surrender the reserved goods, provided that the Seller has unsuccessfully set the Buyer a reasonable deadline for payment. This shall not apply if the setting of a deadline is dispensable according to the statutory provisions. The demand for surrender does not at the same time include a declaration of cancellation; rather, the seller is entitled to merely demand the return of the goods and reserve the right to cancel the contract.
- 9.6. In the event of behaviour in breach of contract, the Seller may demand that the Buyer discloses the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to the Seller all associated documents and provides all information required by the Seller to assert the claims.
- 9.7. The handling, processing or remodelling of the reserved goods by the Buyer shall always be carried out in the name of and on behalf of the Seller. If the reserved goods are processed with other items which are not the property of the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing. If the reserved goods are inseparably combined or mixed with other items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other combined or mixed items at the time of combination or mixing. If the combining or mixing is carried out in such a way that the Buyer's item is to be regarded as the main item, it is agreed that the Buyer shall transfer co-ownership to the Seller on a pro rata basis. The seller accepts this transfer. The Buyer shall hold the sole ownership or co-ownership of the item thus created in safe custody for the Seller.
- 9.8. If the Buyer files an application for insolvency, it must notify the Seller immediately in text form. If the goods subject to retention of title are seized by third parties or are subject to other interventions by third parties, the Buyer is obliged, as long as ownership has not yet been transferred to him, to inform the third party of the Seller's ownership rights and to notify the Seller immediately in text form so that the Seller can enforce his ownership rights. The Buyer shall be liable to the Seller for any court or out-of-court costs incurred in this connection in accordance with Section 771 of the German Code of Civil Procedure (ZPO), unless the third party is able to reimburse these costs to the Seller.
- 9.9. The Seller undertakes, at the Buyer's request, to release the securities to which it is entitled to the extent that the realisable value exceeds the value of the outstanding claims against the Buyer by 10%.
- 10. Guarantee**
The seller grants a 10-year guarantee on the products. This is subject to correct installation, regular maintenance and application of the recommended maintenance and care instructions. The warranty does not apply to wilful damage, improper use and faulty repairs.
- 11. Material defects, warranty**
11.1. The goods must be checked by the buyer upon delivery for completeness and damage. If the seller is not notified of a defect within three working days, the goods shall be deemed to have been accepted free of defects.
11.2. If there is an obvious defect on delivery, this must be noted/documented by the buyer on the shipping documents, photographed and reported immediately to the seller in text form, stating the order number.
11.3. In the event of a defect, it is not sufficient if the buyer accepts the goods "with reservation" and writes this on the freight/delivery documents of the carrier/deliverer.
The buyer must also note the exact nature of the reservation (e.g. goods not complete, goods scratched, dented, bent, packaging damaged, ...). If the exact nature of the reservation is missing on the freight/delivery documents, the seller may not be able to claim compensation from the transport service provider and its insurance company and may not be able to replace the goods for the buyer free of charge.
11.4. In the event of a warranty claim, the seller shall remedy the defect at his discretion by subsequent delivery of the object of purchase, subsequent improvement or compensation. The Buyer shall grant the Seller the necessary time and opportunity for the subsequent fulfilment to be provided. In particular, the buyer must hand over the item for which he has asserted a defect to the seller for inspection purposes. In the event that the seller carries out a subsequent delivery of a defect-free item, the buyer must return the defective item to the seller in accordance with the statutory provisions. However, the buyer is not entitled to a right of return.
11.5. The warranty does not apply to damage caused by improper handling/use or wilful damage on the part of the purchaser.
11.6. Agreements made with regard to the quality and intended use of the goods (including accessories and instructions) regularly form the basis of the seller's liability for defects under the warranty. A quality agreement includes all product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by the seller (in particular in catalogues or on the seller's website) at the time the contract was concluded. In the event that no quality has been agreed, the statutory provisions shall be used to assess whether a defect exists.
11.7. For goods with digital elements or other digital content, it should be noted that the Seller is only obliged to provide and update the digital content if this is expressly stated in a quality agreement in accordance with Section 10.6. The Seller assumes no liability for public statements made by the manufacturer and other third parties.
- 12. Statute of limitations**
12.1. The general limitation period for claims resulting from material defects or defects of title is one year from delivery, in deviation from Section 438 (1) No. 3 BGB. In the event that acceptance has been contractually agreed, the limitation period shall commence upon acceptance.
- 12.2. The above limitation period shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period pursuant to §§ 195, 199 BGB would lead to a shorter limitation period in individual cases.
- 13. Limitation of liability**
13.1. Unless otherwise stated in these GTC, including the following provisions, the Seller shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
13.2. Within the scope of fault-based liability, the Seller shall be liable for damages, irrespective of the legal grounds, only in the event of intent and gross negligence. In the event of simple negligence, the Seller shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty):
a) for damages resulting from injury to life, limb or health,
b) for damages resulting from the breach of an essential contractual obligation (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner relies and may also rely). In this case, however, the seller's liability is limited to compensation for foreseeable, typically occurring damage.
13.3. The limitations of liability arising in accordance with clause 13.2. shall also apply to third parties and in the event of breaches of duty by persons for whose fault the Seller is responsible in accordance with statutory provisions. Insofar as a defect has been fraudulently concealed and a guarantee for the quality of the goods has been assumed, the limitations of liability shall not apply. This also applies to claims of the buyer under the Product Liability Act.
13.4. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not result from a defect if the Seller is responsible for the breach of duty.
13.5. The Buyer's right of cancellation (in particular pursuant to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.
- 14. Data protection**
The privacy policy can be viewed on the seller's website.
- 15. Representations, copyright**
15.1. The seller reserves the right to make changes in form and design compared to the catalogue illustration and description which do not affect the function and quality of the goods.
15.2. The seller owns all property rights and copyrights to images, illustrations, drawings and calculations. Reproduction or use without the express prior written consent of the seller is prohibited. The seller reserves the right to take legal action in the event of infringement.
15.3. The goods are supplied without decoration.
- 16. Place of jurisdiction, place of fulfilment**
16.1. The place of fulfilment for buyer and seller for all obligations is Coburg. The exclusive place of jurisdiction shall be Coburg.
16.2. The legal relationship between buyer and seller shall be governed exclusively by German law.