

**HARTMANN TRESORE AG General Terms and Conditions (Terms and Conditions) (Consumer Contracts)  
Other than for Contracts made through the Online Shop  
(Revised: 11/2020)**

**Section 1. General; Scope**

1.1 These General Terms and Conditions ("Terms and Conditions") govern all contracts entered into between us, Hartmann Tresore AG, Pamplonastrasse 2, 33106 Paderborn (Germany), phone +49 5251 1744-0, e-mail: info@hartmann-tresore.de, and our buyer that are not concluded through our online shop, if buyer is a consumer. "Consumer" means any individual who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession (section 13 of the German Civil Code ["BGB"]). These Terms and Conditions will also govern any future contracts entered into between us and buyer, other than contracts concluded by buyer through our online shop, without us having to refer to these Terms and Conditions again in each individual case again. Our Terms and Conditions apply to the exclusion of all other terms. Any general terms and conditions of buyer deviating from, conflicting with, and/or additional to our Terms and Conditions do not form an integral part of the contract unless we expressly consent to their application in writing. Our Terms and Conditions apply including where we provide a service to buyer without reservation even though we are aware of conflicting or deviating general terms and conditions and conditions of buyer.

1.2 We shall promptly inform buyer of any modifications of our Terms and Conditions.

1.3 All agreements made between us and buyer in connection with the contract concluded arise, without limitation, from these Terms and Conditions, an offer on the part of buyer, and a confirmation of order on our part. Any individual agreements made between us and buyer supersede the provisions of these Terms and Conditions.

**Section 2. Conclusion of Contract; Offer Documents**

2.1 Our offers are non-binding and subject to change without notice. This applies also if we have provided buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or records – including in electronic format – the title and copyright in which we reserve. Buyer is not entitled to disclose any of the above to third parties except with our express written consent. We reserve the right to make reasonable technical changes and other modifications.

2.2 Buyer's purchase order is deemed to be a binding offer to contract which we may accept within a period of two weeks.

2.3 The offer to contract is accepted through confirmation of order on our part, at the latest however upon delivery of the goods.

2.4 Conclusion of the contract is conditional on proper and timely delivery by our own suppliers. This applies only if we have entered into a congruent covering transaction (*kongruentes Deckungsgeschäft*) and if we are not supplied by our own suppliers through no fault of our own. We shall inform buyer immediately of any unavailability of service. We shall promptly refund any payments already received by us.

**Section 3. Delivery Area; Delivery and Delivery Time; Buyer's Default in Taking Delivery**

3.1 Our goods are shipped worldwide.

3.2 Delivery dates or deadlines are binding only if we have warranted in writing that such dates or deadlines will be met. Furthermore, the fulfilment of our obligation to deliver is conditional upon buyer's timely and proper performance of buyer's obligations. We reserve the defence of non-performance of the contract.

3.3 Delivery times specified by us are calculated from conclusion of the contract. Where no or no deviating delivery time is indicated for the respective item, the delivery time is approximately three weeks. In the case of Section 4.6 of these Terms and Conditions, the delivery time is calculated from the time of payment of the purchase price including shipping costs, if any.

3.4 Insofar as we are unable to meet binding delivery dates and/or delivery periods for reasons beyond our control (unavailability of goods and/or services), we shall endeavour to notify thereof buyer immediately, at the same time informing buyer of the expected delivery date. If the goods and/or services continue to be unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part in which case we shall promptly refund to buyer any payment already received by us. This applies, without limitation, where goods and/or services are unavailable as a result of force majeure, strike, lockout, pandemic, etc.

3.5 We are in default (in accordance with the legal provisions) only after having received a written reminder by buyer.

3.6 We are entitled to make partial delivery insofar as this is reasonable for buyer to accept.

3.7 If buyer defaults on acceptance or culpably breaches any other duty to cooperate, we are entitled to demand compensation for any damage or loss incurred by us, including for any extra expenses. The assertion of further claims is reserved.

**Section 4. Prices; Terms of Payment**

4.1 Our prices are end consumer prices, gross, i.e. including statutory VAT and packaging but excluding delivery and shipment. In the offer sent to buyer without obligation before conclusion of contract, we shall inform buyer of any shipping costs that may be incurred.

4.2 In the event of buyer's justified withdrawal from the declaration of intent to enter into the purchase contract, we shall be responsible for the regular costs of returning the goods.

4.3 All invoice amounts are due immediately and payable without deduction not later than within thirty (30) days from the date of invoice. Once this deadline has expired, buyer is in default of payment even without a separate reminder having been sent to buyer. We shall inform buyer thereof again in our invoice. While buyer is in default, or if payment has been deferred, buyer shall pay interest on the amount owed at the rate of 5 percentage points above the prevailing base rate. We reserve the right to assert claims for further loss or damage caused by the default. In the event of default of payment, we charge a lump-sum service fee in the amount of €5.00 for reminders sent. This does not apply to the initial letter of reminder.

4.4 Buyer is entitled to offset claims or exercise a right of retention only if and to the extent that buyer's claim has been finally determined by a court, or is undisputed, or where the state of the proceedings permits final judgment to be given. Counterclaims that give buyer the right to refuse buyer's performance within the meaning of section 320 of the German Civil Code (BGB) are also excluded from the prohibition of set-off. Buyer is entitled to exercise a right of retention only insofar as buyer's counterclaim is based on the same contract. If buyer defaults on payment, any deliveries still outstanding and other services under the contract will be carried out only against advance payment.

4.5 If we have agreed on partial payments or payment by instalments with buyer and if buyer defaults on more than two partial payments or instalments, the entire amount still owed by buyer on the remaining debt becomes payable immediately, unless buyer proves that buyer is not responsible for the arrears.

4.6 If buyer is domiciled abroad or if there are reasonable grounds to believe that a risk of default of payment exists on the part of buyer, we reserve the right to deliver only after we have received the purchase price plus shipping costs, if any ("Reservation of Prepayment"). We will inform buyer immediately if we make use of the Reservation of Prepayment. In that case, the delivery time is calculated from the time of payment of the purchase price and shipping costs, if any.

**Section 5. Place of Performance; Passage of Risk; Acceptance**

5.1 Unless otherwise agreed in writing, Paderborn is the place of performance for all obligations arising from the contract. If we are responsible for installation and assembly, the place of performance is the place of installation and assembly.

5.2 The risk of accidental loss and/or accidental deterioration of the goods passes to our buyer upon handing over of the goods to buyer. Insofar as we are responsible for shipment of the goods, the law provides that during shipment, the risk of accidental loss and/or accidental deterioration of the goods sold passes to buyer only once the goods are handed over to buyer, regardless of whether the shipment is insured or not insured. This does not apply if buyer has chosen to appoint a carrier other than one nominated by us or any other person designated to carry out the shipping. If shipping is delayed at the request of buyer, the risk passes to buyer upon notification that the goods are ready for shipment. If and in so far as formal acceptance has to take place, the risk passes upon acceptance. Acceptance must be effected on or before the date specified for acceptance, or alternatively following our notice of readiness.

5.3 If we provide services to buyer under a contract for work (e.g. creation of a strongroom or safe deposit lockers, manufacture of a customised safe, maintenance and repair services, anchoring of a safe), formal acceptance of our services is confirmed by buyer in text form (e.g. by e-mail) or by buyer actually starting to use the goods or services provided. Buyer undertakes to confirm acceptance of the work if the work is free from substantial defects. Buyer is not entitled to refuse acceptance in the event of defects of only a minor nature. If buyer fails to confirm acceptance although buyer is obliged to do so, we are entitled to set a deadline of ten (10) working days to buyer within which to confirm acceptance. After the deadline has passed without success, acceptance is deemed to be confirmed provided that buyer does not notify us of any substantial defects in writing with a statement of reasons.

5.4 If buyer defaults in acceptance, the risk of accidental loss or accidental deterioration of the goods passes to buyer at the point in time of buyer's default of acceptance. If a formal acceptance is required, the risk passes to buyer after a reasonable period of time has expired following receipt of the notice of completion. We shall inform buyer thereof again in our notice of completion.

**Section 6. Transport to Installation Site; Anchoring**

6.1 If we are responsible, under the contract, for transport to site of use and/or anchoring at the site of use, the following provisions of this Section 6 apply additionally.

6.2 Transport inside and outside of buildings, over steps and lawns, steep slopes, gravel, and other obstructions is performed only against separate charge and only to the extent technically feasible. The intended site of use of the goods must have been cleared by buyer and must be easily accessible. In addition, buyer shall ensure without limitation that all exterior stairs and access paths are free from leaves, snow, and ice. We are entitled to charge additional service fees for any extra clearing work incurred if the buyer has failed to clear the paths.

6.3 Buyer is not to be released from the contract if the goods cannot be transported directly to the desired place of use for reasons beyond our control or due to non-compliance with the conditions provided for in Section 6.2 herein above. If we have to make a further trip as a result, we are entitled to charge separately for the trip.

6.4 We can commit to providing transport to the site of use and/or assembly at the site of use only after we have inspected the site against charge.

6.5 If we are also responsible for anchoring the item sold, buyer shall ensure that the structural conditions at the site of use are suitable for professional and proper anchoring; including without limitation that the wall or the floor, as the case may be, is suitable for anchoring; that the item, if anchored in the wall, can sit close to the wall (any base/plinth or strip and so on must be removed); no utility lines (cabling, pipes, underfloor heating, etc.) in/on the floor and/or in/on the wall run along the anchoring point; the load-bearing capacity of the installation site is adequate for the weight of the item; and that – in case of anchoring inside a cabinet – the rear wall of the cabinet is cut out, for the purpose of anchoring, in the size of the purchased item and that the rear wall is flush with the wall and allows full opening of the door of the purchased item.

6.6 Buyer is not to be released from the contract if the item cannot be anchored directly at the desired place of use for reasons beyond our control or due to non-compliance with the conditions provided for in Section 6.5 herein above. If we have to make a further trip as a result, we are entitled to charge separately for the trip.

**Section 7. Principles of Liability for Defects; Warranties**

7.1 Details about services, dimensions, weights, restrictions on use, and maintenance requirements included in any of our specifications valid at the time of conclusion of the contract form an integral part of the contract. Such details are deemed approximations only and serve as a reference for evaluating whether the goods are defective within the meaning of the provisions herein below. We assume no liability for public statements made by third parties, including without limitation advertising messages.

7.2 Buyer is not entitled to assert claims based on defects in case of natural wear and tear such as damage or loss arising, after passing of the risk, as a result of incorrect or negligent use; use of inappropriate supplies; chemical, electrochemical, or electrical influences (unless falling within our responsibility); inappropriate and/or improper use; excessive strain; faulty construction work; incorrect assembly by buyer or any third party; unsuitable ground; or external influences not provided for under the contract. Insofar as inexpert repairs or modifications are carried out by buyer or any third party, no claims based on defects can be made for such repairs or modifications and for any consequences resulting therefrom.

7.3 Buyer's claims for damages and/or compensation for wasted expenditures are subject to the provisions in Section 10 of these Terms and Conditions and in all other respects are excluded.

7.4 Any warranty or representation, whether in terms of our enhanced responsibility or resulting from our acceptance of a specific obligation to assume liability, is deemed to have been made only if the terms "warranty" or "representation" are expressly used.

**Section 8. Liability for Defects in Purchases and Work Performance**

8.1 Unless otherwise provided in these Terms and Conditions, buyer's rights in case of defects in quality and/or title in relation to the sale of goods are governed by the legal provisions of sections 433 et seq. of the BGB. Unless otherwise provided in these Terms and Conditions, buyer's rights in case of defects in quality and/or title in relation to services under a contract for work (e.g. creation of a strongroom or safe deposit lockers, creation of a customised safe, maintenance and repair services, anchoring of a safe) are governed by the legal provisions of sections 631 et seq. of the BGB.

8.2 Notwithstanding the statutory provisions, the limitation period for rights arising from defects is one (1) year from the statutory start of the limitation period. The one-year defects liability period does not apply to damage or loss from injury to life, body, or health for which we are culpably responsible; or to damage or loss caused by us through wilful intent or gross negligence or fraudulence on our part; or if rights of recourse against suppliers exist under sections 478, 479 of the BGB; or to warranted properties; or to remedies buyer may have under the German Product Liability Act (ProdHaftG). If the goods are a building or an object that, according to its customary purpose, has been used in a building and has caused the building

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to be defective (building material), the limitation period for claims based on defects pursuant to the legal provisions is five (5) years from delivery (section 438 para. 1 no. 2 of the BGB). Other special legal regulations on the statute of limitations (including without limitation section 438 para. 1 no. 1, para. 3, sections 444, 445(b) of the BGB) also remain unaffected.

**8.3** In case of only a minor defect, buyer does not have a right of withdrawal (cf. section 323 para. 5 of the BGB); also, buyer is obliged to accept the goods.

**8.4** Any further claims buyer may have, including without limitation claims for reimbursement of expenses or compensation claims for damage or consequential damage caused by defects, are subject to the limitations of Section 10 of these Terms and Conditions.

**Section 9. Liability for Defects in Rental Services**

**9.1** Unless otherwise provided in these Terms and Conditions, buyer's remedies in case of quality defects or defects in title in relation with limited-term use (rental) of our goods are governed by the legal provisions of sections 535 et seq. of the BGB. We warrant that during the term of the contract the contractually agreed condition of the rented item will be maintained and that no third-party rights exist which may prevent the contractual use of the rented item. We shall remedy any defects in quality and defects in title of the rental item within a reasonable period of time.

**9.2** If any defect in the rental item becomes apparent during the term of the rental agreement, or if action needs to be taken to protect the rental item against some unforeseen danger, or if a third party assumes a right in the rental item, buyer shall notify us thereof immediately, however not later than within three (3) working days, in writing with a description of the circumstances surrounding such defect. If buyer fails to give such notice, buyer shall indemnify us for any loss or damage incurred as a result. Insofar as we have been unable to provide relief due to failure of notice, buyer is not entitled: to assert any of the rights provided for in section 536 of the BGB (including without limitation reduction in the purchase price); to demand compensation of damages under section 536(a) para. 1 of the BGB; or to give notice of termination without first setting a reasonable deadline for relief pursuant to section 543 para. 3 sentence 1 of the BGB.

**9.3** Strict liability on the part of lessor for defects that already existed at the time of conclusion of the contract is excluded.

**9.4** Our liability in accordance with to section 536(a) of the BGB for damages and reimbursement of expenses incurred by lessee is subject to the provisions of Section 10 of these Terms and Conditions.

**Section 10. Other Liability**

**10.1** Unless otherwise provided in these Terms and Conditions, including the provisions following herein below, our liability in case of breach of contractual and non-contractual duties is governed by the applicable legal provisions.

**10.2** Under the legal provisions on fault liability, we are liable for damages – on whatever legal grounds – in cases of intent and gross negligence. Subject to a more lenient standard of liability under legal provisions, we are liable only for the following in the event of slight negligence:

- damage or loss caused by injury to life, body, or health;
- damage or loss caused by material breach of contract (i.e. breach of an obligation the fulfilment of which is of the very essence for the proper performance of the contract and upon the fulfilment of which the contracting party has regularly relied and may regularly rely); in this case, however, our liability is limited to compensation for foreseeable damage that typically occurs. Furthermore, indirect damage and consequential damage, such as loss of profit, including if resulting from defects in the goods and/or services, is only subject to compensation to the extent such damage is typically to be expected under conditions of intended use of the goods.

**10.3** The limitations of liability under Section 10.1 and 10.2 of these Terms and Conditions also apply to the extent that buyer, instead of claiming damages in lieu of performance, demands reimbursement of wasted costs.

**10.4** The limitations of liability resulting from Sections 10.2 and 10.3 of these Terms and Conditions also apply in case of breach of duty by or to the advantage of persons for whose fault we are responsible under the law, such as our employees, staff, representatives, officers, and vicarious agents. The limitations of liability do not apply if we have maliciously concealed a defect; or if we have given a warranty as to the nature and condition of the service; or where remedies of buyer under the German Product Liability Act (*Produkthaftungsgesetz*) are concerned; or where claims are based on defects in the goods (see Sections 7, 8, and 9 of these Terms and Conditions).

**10.5** If we provide general technical information, give advice, or make a recommendation without being under a contractual obligation to do so, we are not obliged to pay compensation for any damage that arises due to buyer following such advice or recommendation; this is without prejudice to any responsibility that may arise from a separate contractual relationship, under tort, or under any other provision of law.

**10.6** Buyer is entitled to withdraw from or terminate the contract for breach of duty other than a defect only if we are responsible for such a breach.

**Section 11. Retention of Title**

We retain title to the goods delivered by us (Retained Goods) until full payment of all claims arising from the relevant contract.

**Section 12. Dispute Resolution**

We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer conciliation service.

**Section 13. Applicable Law: Miscellaneous**

**13.1** The contract between us and buyer is subject to the laws of the Federal Republic of Germany with the exception of mandatory legal provisions of the country in which the consumer has their place of residence or domicile. The application of the UN Sales Convention is hereby expressly excluded. Conditions and effects of retention of title according to Section 11 of these Terms and Conditions are governed by the laws applicable in the country of location of the relevant item if the above choice of law in favour of German law is inadmissible or ineffective.

**13.2** Any collateral agreements, modifications, and amendments – including modifications and amendments of the present clause – require a written agreement and/or our written confirmation.

**13.3** If any of the provisions of these Terms and Conditions is ineffective, the remaining provisions remain in full force and effect.

**Section 14. 100 Days Right of Return**

**14.1** Unless otherwise agreed between us and buyer, buyer has a 100-day right of return.

**14.2** Buyer has the right to return or send back the goods to us, thus withdrawing from the contract, within 100 days without giving any reason.

The right of return is 100 days from the day on which buyer or a third party designated by buyer, who is not the carrier:

- has taken possession of the goods;
- has taken possession of the last piece of goods insofar as buyer has ordered multiple goods under a single purchase order and such goods are delivered separately; or

- has taken possession of the last partial shipment or the last piece, insofar as buyer has ordered an item that is delivered in several partial shipments or several pieces.

To exercise buyer's right, buyer shall send back or return to us (Hartmann Tresore AG, Pamplonastrasse 2, 33106 Paderborn (Germany), phone: +49 5251 1744-0, e-mail: info@hartmann-tresore.de) the goods and notify us of buyer's intention to exercise their right of return by making an unequivocal statement. In that case, we shall refund to buyer all payments received from buyer, including the costs of delivery (with the exception of supplementary costs resulting from buyer's choice of a type of delivery other than the economical standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed of buyer's decision to withdraw from this contract. Such payments will be refunded using the same payment method chosen by buyer for the initial transaction, unless we have expressly agreed otherwise with buyer; in no event buyer will incur any fees as a result of such refunding.

**14.3** Buyer is only liable for any diminished value of the goods if the goods were handled in a manner other than that necessary to inspect the nature, characteristics and functioning of the goods.

**14.4** The 100-day right of return is **not granted** in case of delivery of non-prefabricated goods which were manufactured on the basis of an individual choice or stipulation made by buyer or which are clearly tailored to buyer's personal requirements. This includes, for instance, goods with door hinges on the left, with a special finish, or luxury safes of the Signature Safes brand.

**14.5** Both the 100-day right of return under this Section 14 and any exclusion of the 100-day right of return individually agreed between us and the buyer do not affect the legal right of withdrawal of buyer (cf. Section 15 of these Terms and Conditions).

**Section 15. Information on Withdrawal for Consumers**

**15.1 Right of Withdrawal**

Buyer is entitled to withdraw from the contract within fourteen (14) days without giving any reason if the contract was concluded outside our business premises and/or exclusively through use of means of telecommunication.

The withdrawal period is fourteen (14) days from the day on which buyer or a third party designated by buyer, who is not the carrier:

- has taken possession of the goods;
- has taken possession of the last piece of goods insofar as buyer has ordered multiple goods under a single purchase order and such goods are delivered separately; or
- has taken possession of the last partial shipment or the last piece, insofar as buyer has ordered an item that is delivered in several partial shipments or several pieces.

To exercise the right of withdrawal, buyer shall inform us (Hartmann Tresore AG, Pamplonastrasse 2, 33106 Paderborn (Germany), phone: +49 5251 1744-0, e-mail: info@hartmann-tresore.de) of buyer's decision to withdraw from this contract by making an unequivocal statement (e.g. by letter sent by post, or by e-mail) For this purpose, buyer may, but is not obliged to, use the standard withdrawal form mentioned in Section 16 of these Terms and Conditions.

To exercise the right of withdrawal within the withdrawal period, it is sufficient for buyer to send a notice concerning buyer's exercise of the right of withdrawal before that period has expired.

**15.2 Effects of Withdrawal**

If buyer withdraws from this contract, we shall refund to buyer all payments received from buyer, including the costs of delivery (with the exception of supplementary costs resulting from buyer's choice of a type of delivery other than the economical standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed of buyer's decision to withdraw from this contract. Such payments will be refunded using the same payment method chosen by buyer for the initial transaction, unless we have expressly agreed otherwise with buyer; in no event buyer will incur any fees as a result of such refunding. We may withhold the refund until we have received the returned goods back or until buyer has supplied evidence of having sent back the goods, whichever is the earliest.

Buyer shall send back the goods or hand them over to us without delay and in any event not later than fourteen (14) days from the day on which buyer notifies us of buyer's withdrawal from the contract (Hartmann Tresore AG, Pamplonastrasse 2, 33106 Paderborn (Germany)). The deadline is met if buyer sends back the goods before the period of fourteen (14) days has expired.

We bear the direct cost of returning the goods.

Buyer is only liable for any diminished value of the goods if the goods were handled in a manner other than that necessary to inspect the nature, characteristics and functioning of the goods.

**15.3 Exclusion of Withdrawal**

The right of withdrawal in accordance with section 312(g) para. 2 of the BGB is not granted in case of delivery of non-prefabricated goods which were manufactured on the basis of an individual choice or stipulation made by buyer or which are clearly tailored to buyer's personal requirements.

**– End of Information on the Right of Withdrawal –**

**Section 16. Model Withdrawal Form**

(To withdraw from the contract, buyer can complete and return this form.)

To: Hartmann Tresore AG, Pamplonastrasse 2, 33106 Paderborn (Germany), e-mail: info@hartmann-tresore.de

I/We(\*) hereby withdraw from the contract for the purchase of the following goods(\*)/for the provision of the following service(\*) entered into by me/us

Ordered on(\*)/received on(\*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only in case of notification on paper)

Date

(\*) Delete if inappropriate.