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## GENERAL TERMS AND CONDITIONS OF SIEMENS Gas & Power GMBH & Co. KG, GP SRE DE FB (FB)

### ARTICLE 1 SCOPE

- (1) These general terms and conditions apply to all contracts for products and services concluded via the Internet store. The version of the terms and conditions valid at the time of contract conclusion shall always apply.
- (2) General terms and conditions of the customer shall not apply and shall not become part of the contract even if implicit.

### ARTICLE 2 CONTRACT CONCLUSION, PARTIES

- (1) The parties to the contract are **Siemens Gas & Power GmbH & Co. KG, GP SRE DE FB (hereinafter referred to as FB)**, and the customer.
- (2) Customers, and thus parties to the contract, may only be entrepreneurs as defined in Section 14 BGB (German Civil Code), that is, natural or legal persons or partnerships with legal capacity who in concluding a legal transaction are exercising their trade or self-employed professional activity. No contracts shall be concluded with consumers as defined in Section 13 BGB.
- (3) The product and service offers of FB in the Internet store are without engagement and non-binding. In concluding an order transaction by clicking on the order button for all products and services contained in the shopping cart, the customer submits a binding application within the meaning of Section 145 BGB for the conclusion of a contract. The contract shall be concluded upon acceptance of the customer's application by FB or at the latest upon delivery of the products and/or services ordered.
- (4) Customer applications received by FB **after 12:00 noon** on the working day preceding the requested date of delivery or service provision or on a Saturday, Sunday or factory closure day with the requested date of delivery or service provision on the next working day shall be accepted only after FB has sent an explicit notification to the customer. No contract shall be concluded without such explicit notification.  
The same applies to orders requesting service provision or delivery on the same day.
- (5) FB reserves the right to reject an application submitted by the customer in accordance with point (4) by issuing an explicit rejection notification.
- (6) Working days are understood to mean Monday through Friday, with the exception of factory closure days.
- (7) FB may define location-specific minimum order quantities and/or minimum order values in € for individual product and service offers. An order may be concluded only if the customer confirms acceptance of this condition by clicking the order button in accordance with point (3). If, once the order has been billed, the actual value and/or quantity falls below the original minimum order value and/or the minimum order quantity, FB shall charge the customer a flat-rate minimum handling fee by way of compensation.

### ARTICLE 3 DELIVERY AND SERVICE PROVISION BY FB

- (1) FB shall deliver the ordered products and services to the premises of a location as specified in the individual order.  
FB shall issue an invoice for this service in accordance with the location-specific flat-rate delivery/transport charges for each delivery, irrespective of the order quantity. These flat-rate charges are shown in advance in the shopping cart and are accepted by the customer upon order placement in accordance with Article 2 (3).
- (2) If specifically ordered products or services are temporarily unavailable or are not available in the ordered quantity, FB reserves the right to substitute products or services of an equivalent quality and price.
- (3) The customer shall inspect the products immediately after transfer, with reasonable thoroughness, with regard to quantity, quality and type. Claims in respect of identifiable defects or complaints are valid only if asserted immediately, and must be indicated accordingly on the delivery note. Minor deficiencies shall not entitle the customer to refuse to take delivery of products and services.

- (4) The risk of potential damage to or deterioration of the delivery shall pass to the customer at the latest upon acceptance of the products and services by the customer. We would point out that foodstuffs are highly perishable and must be handled and stored appropriately by the customer following transfer.
- (5) If the ordered products are not accepted at the agreed time, the risk of damage to and/or deterioration of the delivery shall pass to the customer.
- (6) Foodstuffs and beverages shall be delivered in or on appropriate loaned goods and/or loaned accessories that shall remain the property of FB. These shall be collected, subject to agreement, on the following working day. The customer shall hold the loaned goods ready for collection and shall until then treat them with due care.
- (7) The customer shall treat the loaned goods and/or loaned accessories with due care during use. The loaned goods and/or loaned accessories shall be taken back provisionally. The exact number of breakages and missing items cannot be determined until the cleaning process has been completed.

### ARTICLE 4 REMUNERATION AND PAYMENT

- (1) The customer shall pay the agreed and/or valid prices from the Internet store (see also the order overview accessible via the Internet store) for the services ordered and all further services used by the customer.
- (2) The Internet store prices are net prices and do not include any statutory sales tax that may also be payable. The sales tax shall be shown on the invoice.
- (3) Invoices issued by FB without a due date are payable within 10 days of invoice receipt without deduction insofar as no other payment targets have been agreed. In the event of delayed payment, FB is entitled to extend the statutory interest on arrears that is applicable in each case. FB reserves the right to provide evidence of greater damage.

### ARTICLE 5 OTHER OBLIGATIONS OF THE CUSTOMER

- (1) The customer shall with due care ensure the safekeeping of the user data he has received upon registration (user ID and password) and prevent its disclosure to third parties.
- (2) FB shall be notified immediately if the customer loses the password or suspects that it may have been misused by an unauthorized third party. In such cases, FB shall block access to the customer's password-protected area. Such block shall be canceled only in response to a written application of the customer to FB.
- (3) The customer shall bear full liability for the placement of orders by an unauthorized third party with the customer's user data, save where the customer can prove that he is not responsible for the action or omission that resulted in the disclosure of his user data to the third party.
- (4) The customer shall update the customer profile without delay in the event of any changes to his data specified upon registration.
- (5) The customer shall ensure that the e-mail address provided in the order transaction for FB to contact in the event of any queries that may arise is appropriate and active.
- (6) The customer shall ensure the acceptance of the ordered products, loaned accessories and services, and shall upon request acknowledge proper receipt with his signature.
- (7) The customer shall ensure the proper handling and/or refrigeration of the foodstuffs.

### ARTICLE 6 WITHDRAWAL OF THE CUSTOMER (CANCELLATION)

- (1) The customer is entitled to cancel his order in full or in part up to 2 working days (in accordance with Article 2 paragraph 6) before the agreed service provision/delivery without triggering claims for payment or damages on the part of FB.
- (2) In the event of cancellation at a later time, the customer shall incur cancellation charges in the amount of the full agreed price without any entitlement to service provision on the part of the customer.
- (3) The cancellation must be made in the Internet store.

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**ARTICLE 7 WITHDRAWAL OF FB**

- (1) FB is entitled to withdraw from the contract at any time for a materially justified reason, in particular if:
  - a. in the event of unavailability, the provision of an equivalent service in terms of price and quality is not possible,
  - b. misleading or false information has been provided by the customer with regard to material facts (such as identity, solvency, etc.),
  - c. an e-mail addressed to the customer cannot be delivered, or
  - d. an order cannot be executed due to the inaccuracy of data specified by the customer.
- (2) The justified withdrawal of FB shall not constitute grounds for the customer to claim compensation for damages.

**ARTICLE 8 LIABILITY OF FB**

- (1) FB shall bear liability only in cases of intent or gross negligence on the part of FB or an agent of FB acting in performance of the contract. If material contractual obligations are breached, FB shall also be liable in cases of ordinary negligence on the part of the aforementioned persons, but only for the provision of compensation for the expected loss typical of such a contract. The exclusion of liability and the limits on liability shall not apply in cases of damage to health, physical injury and death.
- (2) Should defects or deficiencies arise in connection with the services provided by FB, FB shall upon becoming aware of such defects or deficiencies or upon receiving an immediate complaint from the customer make best efforts to bring about a remedy. The customer shall provide all reasonable assistance to rectify the deficiency and minimize the potential damage.
- (3) Any further liability of FB than that regulated in Article 7 paragraphs 1-2 is excluded.

**ARTICLE 9 CONFIDENTIALITY AND DATA PROTECTION**

- (1) FB and the customer shall treat as confidential all information, business transactions and documents that become known to them in connection with this contract and shall not disclose such information to third parties, save where the information has already entered the public domain by some other means. This obligation shall remain in force even after fulfillment of the contract. FB and the customer shall impose a corresponding confidentiality obligation on their employees affected by this contract.
- (2) During acquisition, processing and rescission of a contract, we shall collect, store and process data in accordance with the statutory provisions.

**ARTICLE 10 LIABILITY OF THE CUSTOMER**

- (1) The statutory provisions shall apply.
- (2) The customer shall be liable in particular for missing and damaged loaned goods and loaned accessories. FB shall invoice the customer for the replacement costs.

**ARTICLE 11 FINAL PROVISIONS**

- (1) Amendments and additions to the contract, the application acceptance or these general terms and conditions shall require an explicit agreement between the parties to the contract. Unilateral amendments or additions by the customer shall be ineffective.
  - (2) Munich is the exclusive place of jurisdiction for commercial transactions.
  - (3) German law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
  - (4) Should individual provisions of these general terms and conditions be or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions. In all other aspects, the relevant statutory provisions shall apply.
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