

General Terms and Conditions of Sale (GTCS) Studio Hamburg MCI GmbH

1. General

1.1 The following General Terms and Conditions of Sale ("GTCS") shall apply exclusively. We do not recognize any terms and conditions of the Customer that conflict with or deviate from these GTCS unless we have expressly agreed to their validity in writing. These GTCS shall also apply if we perform delivery to the Customer without reservation while being aware of conflicting or deviating terms and conditions of the Customer.

1.2 All agreements made between us and the Customer for the purpose of executing this contract are set forth in writing in this contract.

1.3 These GTCS apply only to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB). Accordingly, our offers are directed exclusively to commercial customers, self-employed persons, and freelancers.

Contracting Party:

Studio Hamburg MCI GmbH
Jenfelder Allee 80
22045 Hamburg
Germany
Phone: +49 (0)40 6688 3367
Email: info@mci-shop.de
VAT Identification No.: DE199097943
Commercial Register: Hamburg Local Court, HRB 70454

2. Offers, Offer Documents, Conclusion of Contract, Order Cancellation

2.1 Our offers and services are non-binding, subject to change, and subject to product availability unless otherwise stated in the offer.

2.2 We may accept orders within two weeks of receipt. The contract is concluded upon our acceptance of the Customer's order.

2.3 After placing an order, the Customer is obligated to accept delivery of the purchased goods.

2.4 In exceptional cases, a concluded contract may be cancelled. Such cancellation must be submitted to us in writing and must state our order number. The cancellation becomes effective only upon our written confirmation. In such cases, we shall charge a restocking fee of 15% of the list price.

Cancellation is excluded for goods manufactured according to the Customer's individual specifications. For software products, returns of unsealed goods are excluded. Any acceptance of returns by us shall be entirely voluntary.

2.5 We reserve the right to make technical and design changes from descriptions and specifications contained in brochures, offers and written documentation, as well as changes in performance, construction and materials resulting from technological progress, without giving rise to any rights on the part of the Customer.

Specifications concerning our products, including technical data and dimensions, are approximate only and shall not constitute guaranteed characteristics unless expressly confirmed in writing.

2.6 We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to documents marked as "confidential." Disclosure to third parties requires our prior written consent.

3. Prices, Payment Terms, Deliveries Within and Outside the EU

3.1 Unless otherwise stated in the order confirmation, prices are quoted ex works (Ex Warehouse), excluding shipping and packaging costs, which shall be invoiced separately. Applicable shipping and packaging charges are listed on our website.

3.2 Statutory VAT is not included in our prices and shall be shown separately on the invoice at the applicable legal rate on the invoice date.

3.3 Any deduction of cash discounts requires a separate written agreement.

3.4 If supplier prices or other costs associated with the goods increase between contract conclusion and delivery, we shall be entitled to increase the agreed prices accordingly.

3.5 The Customer may offset claims only if its counterclaims have been legally established, are undisputed, or have been acknowledged by us. Rights of retention may only be exercised insofar as the counterclaim arises from the same contractual relationship.

3.6 For intra-Community deliveries within the European Union, we require the Customer's VAT identification number and proof that the goods have reached the destination EU member state (e.g. delivery note, bill of lading or export confirmation).

3.7 For deliveries to non-EU countries, proof of receipt of the goods is required (delivery note, bill of lading or export confirmation).

3.8 For services performed in non-EU countries, we require the original Entrepreneur's Certificate. Otherwise, German VAT will be added to the net invoice amount.

4. Payment

4.1 Unless otherwise stated in the order confirmation, payment of the purchase price is due net within 14 days from the invoice date. Statutory provisions governing late payment shall apply.

4.2 For first-time business relationships, advance payment is generally required. Payment within 14 days shall apply unless otherwise specified in the offer or order confirmation.

4.3 If payment has not been received within 14 days of invoice receipt, the Customer shall be deemed in default without further notice. We may charge default interest at customary banking rates. Our right to claim additional damages remains unaffected.

4.4 Partial deliveries may be invoiced separately and immediately.

5. Shipping and Transport Insurance

5.1 Unless otherwise agreed, deliveries shall be made ex warehouse Hamburg (or, in the case of direct shipments, from the German border). The purchased goods are insured by us until delivery to the Customer.

5.2 If shipment is delayed for reasons beyond our control, risk shall pass to the Customer upon notification that the goods are ready for dispatch.

5.3 The return of packaging shall be governed by separate agreements.

5.4 Where partial deliveries are possible, they must be accepted by the Customer.

6. Delivery and Delivery Times

6.1 Delivery dates provided by us are estimates only and are non-binding. Binding delivery dates require written agreement and clarification of all technical matters.

6.2 Compliance with our delivery obligations requires timely and proper performance of the Customer's obligations. We reserve the defense of non-performance.

6.3 If the Customer defaults in acceptance or breaches other duties to cooperate, we may claim compensation for resulting damages, including additional expenses incurred. Further claims remain reserved.

6.4 In such cases, the risk of accidental loss or deterioration of the goods passes to the Customer.

6.5 - 6.8 Liability for delay in delivery shall be governed by applicable statutory law, particularly in cases of fixed-date transactions, intentional misconduct, gross negligence or breach of essential contractual obligations. Any liability is limited to foreseeable and typical damages where legally permissible. Statutory rights of the Customer remain unaffected.

7. Withdrawal from the Contract

7.1 The contract is concluded subject to correct and timely supply by our suppliers. We may withdraw from the contract if our supplier fails to perform a procurement contract concluded before the relevant sales contract for reasons beyond our control.

7.2 We shall also be entitled to withdraw from a contract if the market price of the goods increases by 10% or more between contract conclusion and the intended delivery date.

8. Passing of Risk and Packaging Costs

8.1 Unless otherwise stated in the order confirmation, delivery shall be ex warehouse.

8.2 Packaging returns are subject to separate agreements.

9. Warranty Claims

9.1 Information relating to the goods is provided for informational purposes only unless expressly agreed as guaranteed characteristics.

9.2 Our liability covers defects according to the current state of technology. Liability is excluded in cases of improper storage, installation, commissioning or use, natural wear and tear, improper maintenance, unsuitable operating materials or unauthorized repairs.

9.3 The Customer must inspect the goods immediately upon receipt. Apparent defects must be reported in writing within one week. Otherwise, the goods shall be deemed accepted. Section 377 German Commercial Code (HGB) shall apply additionally.

9.4 Our statutory warranty liability is limited to subsequent performance, either by repair or replacement at our discretion.

9.5 If subsequent performance fails, the Customer may reduce the purchase price or, in the event of a material defect, withdraw from the contract, except in construction contracts.

9.6 For newly manufactured products and services, the warranty period shall be one year from delivery or acceptance. Statutory limitation periods apply to buildings and certain construction-related services.

9.7 No warranty is provided for used goods.

9.8 - 9.10 Further claims for defects are excluded to the extent permitted by law. This limitation also applies to our employees, representatives and agents. Where a warranty claim proves unjustified and was asserted intentionally or with gross negligence, the Customer shall reimburse our costs incurred.

10. Retention of Title

10.1 We retain title to the goods until all payments arising from the supply contract have been received in full. In the event of breach of contract, particularly payment default, we may repossess the goods.

10.2 The Customer must handle the goods with due care and insure them at replacement value against fire, water damage and theft at its own expense.

10.3 The Customer must notify us immediately of any third-party attachment or seizure of the goods.

10.4 - 10.7 The Customer may resell the goods in the ordinary course of business. Any resulting receivables are hereby assigned to us as security. Further provisions apply to processing, mixing, combining and installation of the goods.

10.8 Upon request, we shall release securities insofar as their realizable value exceeds the secured claims by more than 10%.

11. Confidentiality and Data Protection

11.1 The Customer shall keep confidential all commercial and technical information that is not publicly known and becomes known through the business relationship and shall not disclose such information to third parties.

11.2 We are entitled to store and process data necessary for the business relationship in accordance with applicable German data protection laws.

12. Place of Performance and Jurisdiction

12.1 The place of performance shall be the delivery address stated in the order.

12.2 The place of jurisdiction shall be Hamburg, Germany, insofar as legally permissible.

12.3 German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.