§ 1 Scope of application
All contractual relations between Thermokon Sensortechnik GmbH (hereinafter referred to as "the Manufacturer") and the Client are exclusively subject to the following General Terms & Conditions (T & C). These shall also apply to all future business relationships, even in the event that they are not expressly concluded in writing. The Client is informed that the time of delivery of goods or services, otherwise they shall be to the detriment of the Manufacturer. If the conditions under which the Manufacturer may be realized. The Client agrees, in particular, that either conflict or deviate from the Manufacturer's T & C shall not be recognized, unless the Manufacturer has expressly consented thereto, but only if and to the extent that the additional conditions are written and dated separately at the statutory rate on the date of invoice. Additional deliveries or services are charged separately.

§ 2 Offers and conclusion of contract
The Manufacturer's offers are subject to change and non-binding. In order that an order qualify as an offer in accordance with § 145 of the German Civil Code, the Manufacturer may assume this offer within 2 weeks. Declarations of acceptance, all orders and other verbal agreements shall remain subject to manifestly with legal validity upon the written or electronic confirmation of the Manufacturer; and orders from the Client are deemed to be binding proposals upon him. Additions and changes to concluded agreements, including these T & C, need to be in writing as well. The Manufacturer reserves the right to discontinue or withdraw his offer or announce, use or reproduce them; either personally or through third parties, other than the express consent of the Manufacturer.

§ 3 Prices
Unless otherwise agreed, the Manufacturer's prices quoted are understood to represent ex-warehouse excluding packaging. Unless otherwise agreed, the Manufacturer's prices quoted are understood to represent ex-warehouse excluding packaging. The Client undertakes to release the collateral owing upon request to the Client for the full extent of the realizable value of the collateral exceeds the receivables (including all balance and credit balances) of the current debt relationship, then the Manufacturer may at any time and in any manner, in writing within 7 days the Manufacturer is obliged to provide the Manufacturer with all information and verifiable documentation required for determination of the defect. In the event that the Manufacturer cannot determine the cost of the defect within an inspection, the Client is to bear the costs of an audit.

In the event that a fault has been detected, the Manufacturer is entitled to choose between three options at repair or replacement of the new item as a proportion of the value of the delivered item (invoiced amount, including VAT) to the other items processed in the regular course of business; however, he cedes to all the Manufacturer's ownership and must notify the Manufacturer that he has been released in incumbent upon the Manufacturer. In the event that a Client, particularly attachment thereof, the Manufacturer is to release the collateral owing upon request to the Client for the full extent of the realizable value of the collateral exceeds the receivables (including all balance and credit balances) of the current debt relationship, then the Manufacturer may at any time and in any manner, in writing within 7 days the Manufacturer is obliged to provide the Manufacturer with all information and verifiable documentation required for determination of the defect. In the event that the Manufacturer cannot determine the costs of an audit. In the event that the Client calls for remedy of the defect and the Manufacturer determines that this is unjustified, then the Manufacturer may claim for the expenses that have arisen from the Client.

In the event that the Client is entitled to a statutory right of termination, this eliminates the obligation to compensation pursuant to § 346 Paragraph 1 Point 1 of the German Civil Code, when the Client has already paid in full. The right to demand remuneration from the Manufacturer is eliminated once compensation has been paid, even when the Client has already paid in full. The Client has hereafter. Remedial claims are invalidated when the Client alters, or calls for changes in the item without the Manufacturer's consent, thereby making the defect unfeasible or unreasonable difficult to remedy. In any such case of unjustified modification, the Client is to bear the costs incurred for repair.

§ 9 Reservation of proprietary rights
The Manufacturer retains the ownership title of a delivered item until the Client has fulfilled all of his obligations under the contract. In the event of repossession, the Manufacturer is entitled to remove the defect, and the pro rata credits be credited against the Client's liabilities – less reasonable redemption costs.

The Client is obligated to treat the delivered item with care; and particularly to bear the costs of insurance against fire, flood and during the regular course of business; however, he cedes to all the Manufacturer's ownership and must notify the Manufacturer that he has been released in incumbent upon the Manufacturer. In the event that a Client, particularly attachment thereof, the Manufacturer is to release the collateral owing upon request to the Client for the full extent of the realizable value of the collateral exceeds the receivables (including all balance and credit balances) of the current debt relationship, then the Manufacturer may at any time and in any manner, in writing within 7 days the Manufacturer is obliged to provide the Manufacturer with all information and verifiable documentation required for determination of the defect. In the event that the Manufacturer cannot determine the costs of an audit. In the event that the Client calls for remedy of the defect and the Manufacturer determines that this is unjustified, then the Manufacturer may claim for the expenses that have arisen from the Client.

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for compensation is limited to foreseeable and typical damage that may occur. Insofar that the Manufacturer is liable for the reasons leading to damage, compensation, this liability is limited to damages that, at the conclusion of the contract, the Manufacturer had foreseen as a possible consequence of a breach of contract or where the Manufacturer should have foreseen through the use of due care and attention. Indirect or consequential damage, as a result of defects in the delivered item are only eligible for compensation when the damage is occasioned through proper use of the item for its intended purpose. In the case of liability for negligence, the Manufacturer's liability for property damage and pecuniary loss resulting therefrom is limited to an amount of € 10,000,000.00 per event, for a maximum of two insurance claims a year (according to the operational liability insurance in force at the time), even when it is in breach of a significant contractual obligation. Upon request, the Manufacturer will forward a copy of the insurance policy. In cases where the underwriter is released from the obligation to perform, and are based on a breach of obligation by the Manufacturer, the latter undertakes the same level of coverage from its own resources. Liability exclusions and limitations apply in equal measure to the benefit of institutions, legal representatives, employees and other agents of the Manufacturer.

§ 12 Assignment, applicable law, jurisdiction, place of performance and miscellaneous
The Manufacturer is entitled to assign his receivables for deliveries and services. These General Terms and Conditions and the entire legal relationship between the Manufacturer and the Client are subject to the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
In the event of any legal disputes arising, either directly or indirectly, from this contractual relationship, the parties shall submit the decision of the court within the exclusive jurisdiction of the registered headquarters of the Manufacturer, to the extent that the Client is a qualified merchant entity, as defined by the German Commercial Code, or special fund under German Public law.
The Manufacturer's registered business address is the place of performance. Should any provision in the General Terms and Conditions or any provision contained within another agreement, be or become unfeasible, this shall not affect the validity of other provisions or agreements. In the event that the Contract or these T & C contain any regulatory loopholes, these are to be substituted by those legally valid provisions that the contractual parties had agreed upon, for the commercial objectives of the Contract and these T&C had they been aware of these omissions.

§ 13 Data protection
1. The COMPANY shall comply with the relevant legal provisions, and primarily the General Data Protection Regulation (GDPR), with regard to the CUSTOMER's personal data.
2. The COMPANY collects, processes and uses the CUSTOMER's personal data if and inssofar as required for the justification, fulfillment and termination of this Agreement.
   The CUSTOMER's personal data is only collected, stored, processed and used for other purposes if required or permitted by law or if the CUSTOMER has given consent to do so.
3. The CUSTOMER is aware that it is necessary to collect, process and use the CUSTOMER’s name, consumer and/or company characteristics, address, date of birth and bank details in accordance with Section 6 Paragraph 1 b) GDPR for implementing the pre-contractual measures and for fulfilling this Agreement.
4. The COMPANY may check the CUSTOMER's credit rating within the legally permissible scope and for the purpose of making a decision on the justification, fulfillment or termination of the purchase agreement.
   Assumptions are made and processed in this respect regarding the CUSTOMER's future conduct. The CUSTOMER's address details are also used for calculating these assumptions.
   The COMPANY shall use the services of rating agencies, such as SCHUFA Holding AG, Wiesbaden, Germany, or other third parties for these credit checks and transfer the CUSTOMER’s data to these agencies and/or request information on the CUSTOMER from them for this purpose.
   The data is collected, processed and used for this purpose in accordance with Section 6 Paragraph 1 lit. b) GDPR.
5. The COMPANY may, in particular, transfer the CUSTOMER's data to third parties if and inssofar as this is necessary for implementing pre-contractual measures and for fulfilling this Agreement (e.g. for dispatch, assembling, installing, invoicing and customer service purposes) in accordance with Section 6 Paragraph 1 b) GDPR or otherwise for compliance with a legal obligation within the meaning of Section 6 Paragraph 1 c) GDPR.
   The COMPANY may also transfer this data to third parties (e.g. debt collection agencies) for debt collection purposes in accordance with Section 6 Paragraph 1 b) GDPR.
6. The COMPANY shall provide the CUSTOMER with free-of-charge information on the personal data stored which relates to the CUSTOMER upon request and in accordance with legal requirements. The CUSTOMER is entitled by law to request for their personal data to be corrected, deleted, restricted for processing or restricted for transfer to third parties. The CUSTOMER may further complain to the supervisory authorities.
7. The CUSTOMER may object to the potential use of their personal data (i) for the required performance of a task which is in the interest of the general public or is performed for the execution of public force transferred to the COMPANY or (ii) for the required maintenance of the justified interests of the COMPANY or third party – as specified in Section 5 above, if applicable – in accordance with Section 21 Paragraph 1 GDPR, at any time by sending an informal notification to the COMPANY. The COMPANY shall no longer use the affected data once such objection has been received, unless the COMPANY can provide proof of prevailing, mandatory reasons, for the use which are worth protecting.
   The CUSTOMER may also object to the potential use of their personal data for direct advertising purposes in accordance with Section 21 Paragraph 2 GDPR, at any time and free of charge, by sending an informal notice to the COMPANY. The COMPANY shall then use the affected data for such purposes once such an objection has been received.
8. The responsible instance for all questions relating to data protection and for the execution of the rights described in Sections 6 and 7 is:
   RPA Datenschutz + Compliance GmbH
   represented by Henning Koch und Ilja Borchers
   Hauser Gasse 19b, 35578 Wetzlar
   Telephone: +49 6441/67100-0
   E-Mail: datenschutz@thermokon.de
   The supervisory authority primarily responsible for the COMPANY is:
   The Hessian Data Security Officer:
   Prof. Dr. Michael Ronellenfitsch
   Gustav-Stressmann-Ring 1
   65189 Wiesbaden
   Telephone: +49 611/140 80
   Telefax: +49 611/14 08-900
   E-Mail: goestelle@datenschutz.hessen.de
   Homepage: http://www.datenschutz.hessen.de

Thermokon Sensortechnik GmbH, Platanenweg 1, D-35756 Mittenaer, Stand 05/2018