

General terms and conditions (GTC)

01. Legal relationship

1.1 These General Terms and Conditions (hereinafter referred to as „GTC“ of „emf-protect“) – represented by the owner – Karney, Benjamin – (hereinafter also referred to as „Seller“) – apply to all contracts concluded by an entrepreneur (hereinafter referred to as „Customer / Buyer“) with the Seller emf-protect, – Karney, Benjamin – on the goods and products offered by the seller, emf-protect, – Karney, Benjamin – from his own manufacture (EMF-TURTAL PLV 2,5 – shielding paint in powder form for mixing, electrically conductive base coating, especially for the large-area shielding of electromagnetic fields HF- / NF). The inclusion of the customer's / purchaser's own terms and conditions is objected to, unless otherwise otherwise agreed. The agreed contractual language is German.

1.2 A consumer is any natural person who enters into a legal transaction for a purpose that is predominantly neither commercial nor self-employed.

1.3 An entrepreneur (hereinafter referred to as „Customer / Buyer“) is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

1.4 The following terms and conditions apply to all contracts accepted and/or to be executed by us – emf-protect – Karney, Benjamin – (subject matter of performance). They apply at the latest from the time of the order to us – and/or with the order confirmation / delivery confirmation. This shall be deemed to have been acknowledged by the buyer / customer for the respective subject matter of the contract and to have been accepted as legally binding – even if conflicting terms and conditions of the buyer / customer are not expressly objected to by us.

1.5 Our General Terms and Conditions are displayed in our business premises and are also published on our website at: www.abschirmfarbe.eu and www.emf-protect.de. These GTC also apply to all future business relations with us – even if they are not explicitly referred to in full. Counter-confirmations on the part of the buyer/customer – with reference to their own terms and conditions – are hereby expressly contradicted at this point in time.

1.6 emf-protect – represented by the owner – Karney, Benjamin – hereby points out as a precautionary measure that all our employees are fundamentally not permitted to agree to deviating promises contrary to these conditions set by the owner himself. In such a case, we expressly reserve the right to withdraw from a contract concluded in this manner.

1.7 Subsequently made changes to these terms and conditions contrary to these GTC are only valid if they have been made and confirmed by the emf-protect owner – Karney, Benjamin – internally by us in writing.

02. Performance, subject matter of the contract, content and examination

2.1 The subject of the order placed is the production and delivery of the products developed by emf-protect – the shielding paint EMF-TURTAL / PLV 2.5 in powder form for mixing (EMF-TURTAL PLV indoor + outdoor), as well as consulting and other services, such as external measurements to determine EMF radiation exposure (high-frequency (HF) and low-frequency fields (LF)) at the buyer's/customer's premises, as well as targeted,

professional implementation of solution-oriented shielding measures in accordance with the level of radiation exposure measured at the respective local situation. Further services are the various radiation protection materials offered in our online shop – obtained directly from external manufacturers – such as shielding fleeces, shielding materials, radiation protection clothing, radiation protection canopies, shielding materials for industry.

03. Right of withdrawal / cancellation policy:

3.1 If the customer is a consumer, he is generally entitled to a right of withdrawal.

3.2 The seller's cancellation policy applies to the right of cancellation.

3.3 Consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of conclusion of the contract do not have a right of withdrawal.

3.4 The buyer/customer may revoke his contractual declaration within a period of 14 days – without stating reasons – by means of a clearly made written declaration. The revocation period begins after receipt of these instructions on a permanent data medium such as our Internet presence under General Terms and Conditions, under Downloads or also a PDF file sent by e-mail. In order to comply with this revocation period, it is sufficient to send and transmit the revocation to us in due time if the declaration is made in writing on a durable data medium (e.g. letter, fax, e-mail).

The revocation – in writing – is to be addressed to:

emf-protect, – Karney, Benjamin – 83052 Bruckmühl, Bayern / Deutschland

3.5 In the event of an effective revocation, the services received by both parties from the customer / buyer / seller shall be returned. The buyer / customer is obliged to pay compensation for services rendered until revocation if the buyer / customer was made aware of this legal consequence before submitting his contractual declaration and the buyer / customer has expressly agreed that we begin to perform the service in return before the end of the revocation period. In the event that there is an obligation to pay compensation for lost value, this may result in the customer nevertheless having to fulfil the contractual payment obligations for the period until the revocation. The buyer's / customer's right of withdrawal expires prematurely if the contract has been completely fulfilled by both parties at the express request of the buyer / customer before the customer has exercised his right of withdrawal. Payment refund obligations must be fulfilled within 30 days.

3.6 After timely dispatch of the revocation, the buyer / customer shall return the goods immediately and in any case no later than 14 days after the customer has informed us of the revocation of this contract to:

emf-protect | Owner: Karney, Benjamin

Kanalstraße 18 1/2 | D-83052 Bruckmühl | Germany | Phone: +49 (0)8062–807 30 73 | E-Mail: vertrieb@abschirmfarbe.eu

to be returned or handed over to us.

3.7 The deadline is deemed to have been met if the Customer sends the product(s) to us, emf-protect, – Karney, Benjamin – before the expiry of the 14-day deadline. After revocation of this contract in writing, the Customer is no longer bound – also to a contract related to this contract - if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

4. Consequences of withdrawal:

4.1 In the event of an effectively declared revocation by the buyer / customer, the mutually received services of the buyer / seller are to be returned and any benefits already derived (such as interest) are to be returned. If our buyer / customer is not in a position to return the performance received from us, as well as use (e.g. benefits of use) – or not in part – or only in a deteriorated condition, or to return it, our buyer / customer is obliged to compensate us for the value to this extent. The customer / purchaser must also pay compensation for any deterioration of the item, insofar as the respective deterioration is due to the handling of the item, which goes beyond an examination of the properties and functionality of the goods sold in our online shop. The seller emf-protect, – Karney, Benjamin – understands „testing the properties and functionality“ to mean viewing and trying on to determine the clothing size and the following named goods in our online shop – as is possible and usual. This refers to products of our online shop such as: Shielding clothing (caps, scarves, shirts, pyjamas, jackets, underwear (only try on over your own underwear), shielding canopies, etc.). Clothing that has already been worn is excluded from exchange. Cut goods such as shielding fabrics / fabric shielding cloth / stainless steel mesh or shielding fleeces are also excluded from exchange. Damaged goods will not be taken back. Goods and items that can be sent by parcel post are to be returned by the customer / buyer at his own expense and risk. The return shipment of the ordered goods is at the expense of the buyer.

4.2 The obligation to refund payment must be fulfilled within 30 days. This period begins with the timely dispatch of the notice of withdrawal.

4.3 Opening the seal and/or cutting open the goods of our product EMF-TURTAL PLV 2,5 (powder) (Indoor + Outdoor) obliges the buyer / (end) customer to purchase the opened goods. In the case of an opened seal and/or cut open product packaging, we will not take back the goods. Opened packaging and seals of EMF-TURTAL Shielding Paint are excluded from exchange. For test purposes, the purchaser / customer can order sample packs for which a charge is made.

4.4 For testing purposes, emf-protect - Karney, Benjamin - offers dealers / (end) customers small fillings of a sample pack of our product EMF-TURTAL Indoor + Outdoor) for purchase. Packaging and shipping of sample packs is borne by the customer / buyer.

5. Special notes:

5.1 We would like to point out that our buyer's / customer's right of withdrawal expires prematurely if the contract is expressly deemed to have been completely fulfilled by both parties at the buyer's / customer's request before our buyer / customer has exercised his right of withdrawal.

There is no right of withdrawal for:

- Services, the execution of which is already commenced with our buyers/customers within seven working days of the conclusion of the contract in accordance with the agreement reached,
- Goods or services whose price depends on the current development of prices on the financial markets over which the entrepreneur has no influence,
- In the case of goods that are manufactured according to individual buyer / customer specifications, which are clearly tailored to the respective personal needs and which are not suitable for return due to their individual nature.

6. Offer and conclusion of contract:

6.1 Unless otherwise stated, our offers are subject to change and non-binding. Declarations of acceptance and all orders require our written confirmation (e-mail or PDF file) in order to be legally effective. The same shall also apply to supplements, amendments or ancillary agreements for the deliveries and services ordered by the buyer / customer. The service offer individually prepared by us for the buyer / customer and submitted by us shall always be based on all information provided by our buyer / customer.

The information about our products contained in our advertising material (such as product catalogues, brochures, circulars, advertisements, illustrations, Internet advertising banners, price lists and the like) shall only be authoritative if express reference is made thereto in the order confirmation (order).

7. Payment / payment date:

7.1 100% advance payment is agreed – before the goods are shipped. Step by step. As long as we have not received payment, we are not obliged to deliver the goods. With payment of the advance payment amount in full, our General Terms and Conditions shall be deemed to have been accepted by the buyer/customer.

8. Delivery / delivery periods and dates:

8.1 Ad hoc sales do not take place. Delivery time by prior arrangement.

8.2 The product we have developed, EMF-TURTAL PLV 2.5 (powder, indoor and outdoor), is manufactured exclusively by our factory.

8.3 The deadlines and grace periods promised in our offers and order confirmations or, if applicable, at a later date are subject to change within the scope of the customary reasonableness in the industry. They shall only become binding when they have been bindingly designated by us in writing as a „binding delivery period“ and have been confirmed by us.

8.4 In the event that we are prevented from timely fulfilment of the contract – such as due to procurement, manufacturing or traffic disruptions, strikes, war-like conditions, lockdowns and/or lockouts – which were not caused by us – or due to a shortage of raw materials on the part of a supplier, the delivery period shall be extended appropriately in accordance with the respective circumstance.

8.5 If, at the request of our buyer/customer, a change to the object of performance stated in the order confirmation becomes necessary (e.g. order extension, repeat order), the binding nature of the previously agreed delivery date shall cease to apply. A new written agreement or extension of the delivery deadline by the period of the delay caused by the buyer / customer is required.

8.6 The delivery date stated in our order confirmation will be met by us - the prerequisite for this, however, is that our customer has fulfilled his contractual obligations in full and on time, such as the timely payment of the advance payment amount (in the amount of 100%).

8.7 The delivery dates agreed and promised with us shall be postponed accordingly as long as our customer fails to fulfil the obligations incumbent on him – also from other transactions with us – and should be in default – or until all relevant technical and contractual details have been fully clarified in advance and the legal prerequisites for execution have been created.

Partial deliveries of the goods by us are permissible.

The delivery costs (shipping) of each individual partial delivery shall be borne in full by the customer.

8.8 With the submission of the notification of readiness for dispatch (i.e. pallet is ready for dispatch), the promised delivery date shall be deemed to have been met by us – even if dispatch cannot take place or cannot take place on time through no fault of ours – or the supplier's/producer's fault. Goods notified as ready for dispatch but not called off immediately shall be stored at the expense and risk of our buyer/customer at our own discretion and invoiced as delivered. Storage of goods not called off for a maximum of four weeks until self-help sale.

8.9 In the event of default in acceptance, i.e. if our customer does not accept the goods provided in accordance with the contract at the agreed place and/or at the agreed time and if the delay in delivery has not been caused by us, we may either demand immediate performance of the contract – or withdraw from the contract by setting a grace period of a maximum of 14 days for acceptance. Changes to the period of grace regulated in these General Terms and Conditions shall require prior agreement with emf-protect, – Karney, Benjamin – In the event of late performance by us, our Customer shall grant us a reasonable period of grace.

Restriction – does not apply abroad – applies exclusively within the federal state of Bavaria:

Our customer is furthermore responsible for ensuring that our technicians / communication electronics engineers / painters can properly carry out the realisation and installation of the commissioned work on site. Additional work outside the offer and order extensions are at the expense of the buyer / customer and are a new order. (e.g. extensions of shielding measures outside the offer as well as whitening walls).

9. Handover and takeover:

9.1 The use and the risk shall in principle pass to our buyer/customer with the exit/leaving/shipment of the delivery of our goods „ex works“. This shall also apply in the event that the delivery is made as part of an installation, in particular if the transport is organised, carried out and/or managed by our buyer / customer himself.

9.2 In the event that our assistance and support is requested for the loading of the means of transport, our customer shall indemnify and hold us harmless at this point in time for all damages and disadvantages that may result from this. This also applies in the event that the customer wishes to move furniture or similar items in order to be able to carry out screening measures.

9.3 Unless otherwise stipulated by agreements made in individual cases between the respective parties, the risk and coincidence shall pass to the buyer/customer as soon as the performance has been rendered at the agreed place of performance.

9.4 If the object of performance is desired at the request of our buyer/customer at a place other than the contractually agreed place of performance, risk and coincidence – unless otherwise agreed – shall pass to the buyer/customer as soon as the goods have been placed at the disposal of the forwarding agent, the carrier or the person or company otherwise designated to carry out the shipment.

9.5 Claims against emf-protect, – Karney, Benjamin – for damages and loss of profit due to late delivery are excluded.

9.6 No liability shall be assumed for delays in delivery caused by the buyer / customer. This also applies in the case of order extensions / repeat orders / combination of orders as regulated in the offer / order confirmation. Other regulations and ancillary agreements must be made in writing.

10. Prices:

10.1 Unless otherwise stated or agreed by us vis-à-vis our buyer/customer, we shall be bound by the prices stated in the submitted offer for seven days from the date thereof. The prices stated in our order confirmation (order) shall be decisive.

10.2 The prices offered are ex our place of business in Bruckmühl.

11. Payment, due date, consequences of default:

11.1 For payments to us, the place of performance Bruckmühl (Bavaria / Germany) shall be deemed agreed.

11.2 The method of payment agreed with us is 100% prepayment – before dispatch and delivery of the goods. The delivery period stated in the offer begins with the day / date of receipt of payment of the credit note on our bank account.

11.3 All additional costs shall be borne by the buyer/customer unless otherwise agreed with us in writing (e.g. customs duties, taxes, fees, charges, transfer costs, partial deliveries, etc.). Any bank and transfer costs incurred shall be borne by the buyer/customer and shall be borne in full by the buyer/customer. Customs duties, fees, taxes shall be borne by the buyer ex works and shall be borne by the buyer.

12. Daily exchange rate Euro

12.1 The day of invoicing shall apply to the respective euro exchange rate. Payments shall be deemed to have been made on the day / date on which we can dispose of the amount in the euro currency on our bank account. (receipt of payment on our account). The daily euro exchange rate of the day / date of invoicing shall apply.

12.2 The customer is not permitted to retain or offset the amount payable.

12.3 In the event of a delay in payment, the currently applicable interest on arrears shall be deemed to have been agreed. The costs for all dunning procedures, international and/or national collection orders, surveys and credit agencies. The costs of a lawyer called in by us are to be reimbursed by the buyer/customer.

12.4 Payments shall be credited against the oldest outstanding claim in each case. In the case of individual claims, payments shall first be credited against costs, then against interest and finally against capital.

12.5 In the event of non-compliance with the previously contractually agreed terms of payment and/or the occurrence of circumstances that cast doubt on the creditworthiness of the buyer/customer, we shall be entitled to declare all claims against the buyer/customer immediately due and payable. Furthermore, emf-protect – Karney, Benjamin – is entitled to withdraw from all pending purchase and/or delivery contracts, as well as to demand adequate compensation for damages due to non-fulfilment of the contract, if applicable.

12.6 emf-protect, Karney, Benjamin reserves the right:

Depending on the fault of the buyer / customer – the right to claim damages including compensation for all costs incurred in connection with the contracts such as expenses incurred for materials, wages, storage. emf-protect – Karney, Benjamin – reserves the right to withdraw from the contract in this case.

12.7 In the event of default in acceptance on the part of our buyer/customer, we shall be entitled to a self-help sale in accordance with the provisions of German commercial law (including the UN Convention on Contracts for the International Sale of Goods).

13. Self-help sale:

13.1 The Customer agrees to a private sale by emf-protect, – Karney, Benjamin – if the acceptance deadline is not met within four weeks at the latest. After expiry of this period of four weeks, emf-protect, – Karney, Benjamin – is entitled to carry out the self-help sale.

13.2 This applies in the event of a delay in acceptance caused by the Customer himself, which does not enable emf-protect, – Karney, Benjamin – to meet the agreed delivery deadline. Then emf-protect, – Karney, Benjamin – is also entitled to demand the originally agreed price, the remuneration for the work [and, if applicable, also licence fees].

14. Retention of title:

14.1 If the seller makes advance payment, the goods remain the property of the seller until the purchase price has been paid in full.

14.2 Products delivered from our manufacture (EMF-TURTAL PLV 2,5 Indoor + Outdoor) as well as the products in our online shop abschirmfarbe.eu remain our unrestricted property in their entirety until payment has been made in full, including any ancillary claims.

14.3 The buyer/customer is obliged to comply with all the necessary country-specific formal requirements for maintaining the agreed retention of title himself or to provide the necessary assistance for this purpose.

14.4 In the event of conduct in breach of contract on the part of the Buyer / Customer – in particular in the event of default in payment – emf-protect – Karney, Benjamin – is entitled to withdraw from the contract and to demand the return of the item from the Buyer / Customer. The buyer / customer hereby waives any right of retention.

14.5 A pledge or a transfer by way of security by the buyer / customer to a third party is excluded.

15. Notification of Defects / Notice of Defects / Liability for Defects

15.1 With regard to the warranty, the provisions of the statutory liability for defects (German law) shall apply unless otherwise agreed in these GTC.

15.2 The Customer is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the Seller (emf-protect, – Karney, Benjamin –) of this. Failure to do so shall have no effect on the customer's statutory or contractual claims for defects.

15.3 The buyer/customer shall notify us in writing of any obvious visible defects without delay, but no later than within the period of seven days after receipt of the goods/object of performance. Defects which cannot be discovered within this period even with careful inspection must be notified to us in writing without delay after discovery of the defect.

15.4 The warranty claims of the buyer / customer are limited to the immediate rectification of the ordered delivery items (only applies to online shop!) by us – emf-protect, – Karney, Benjamin –.

15.5 Our liability for notified defects in delivery items – which originate from third parties – is limited exclusively in accordance with their warranty provisions of the respective supplier. This shall also apply to any warranty services promised by suppliers.

15.6 If products purchased externally by us from a third party manufacturer are used for the performance, we shall only pass on those warranty promises to our buyer / customer as the third party manufacturer has promised to – emf-protect, – Karney, Benjamin –. This also applies to warranty commitments by the third-party manufacturer.

15.7 All warranty obligations on our part are hereby conclusively regulated.

On the other hand, we do not accept any liability for faults on the part of the purchaser / customer, malfunctions or damage resulting from improper processing, operation, use of unsuitable organisational means and (working) materials [insofar as such are prescribed] abnormal operating conditions (in particular deviations from the installation and storage conditions) and transport damage.

We hereby expressly draw the attention of our purchasers / customers to our safety and processing instructions, which the purchaser / customer is obliged to enclose / hand over with each container for safety reasons, in order to exclude improper processing and liability. (This obligation to inform is incumbent on the seller of the goods!)

15.8 For all delivery items manufactured in our factory (EMF-TURTAL PLV 2.5 powder – shielding paint – which are subsequently changed by our purchasers / customers or by third parties, any warranty by emf-protect, – Karney, Benjamin – shall lapse in the event of any change to our product – of whatever nature.

15.9 For all other delivery items – which were purchased by us from external manufacturers and suppliers – and which are subsequently modified by our purchasers / customers or by third parties, any warranty by the manufacturer and by us shall also lapse. This also applies to care instructions from manufacturers.

16. Disclaimer Links Internet pages:

16.1 Although we have carefully checked the contents of external links to the best of our knowledge and belief, we cannot accept any liability for them. The operators of these websites are solely responsible for all content.

17. Limitations of liability:

17.1 Claims for damages resulting from impossibility of performance, breach of contract, culpa in contrahendo and/or tort are excluded both against emf-protect, – Karney, Benjamin – and against our vicarious agents or persons employed by us in the performance of our obligations, except in the case of wilful misconduct or gross negligence.

17.2 Liability for slight negligence – insofar as the buyer / customer is an entrepreneur – is hereby excluded.

17.3 Liability for loss of profit, for damages from claims by third parties against our buyers / customers and other consequential damages is / are not assumed by emf-protect, – Karney, Benjamin. If we have justified obligations to pay damages to our buyers/customers, these shall be limited exclusively to the amount of the sales price and to the value of the object of performance.

17.4 A defect is therefore only given in the absence of a warranted (product) characteristic – or a documented function – as well as in the case of objectively also ascertainable defects.

17.5 Furthermore, emf-protect, - Karney, Benjamin - assumes no liability for the usability and completeness of the delivered advertising material or e.g. checklists ... and for other data (e.g. videos, documentations ...).

These are handed over to our buyers / customers for their own responsible use and serve as instructions for their own responsible use.

17.6 Please refer to the safety and processing instructions enclosed with the packaging of our product EMF-TURTAL PLV 2.5 (Indoor + Outdoor), which the dealer / seller must enclose on his own responsibility for safety, reasons with every packaging of sold EMF-TURTAL shielding paint (Indoor + Outdoor) to exclude liability.

Liability on the part of emf-protect, – Karney, Benjamin – is excluded with the dispatch and handing over of the safety and processing instructions to the dealer.

17.7 Furthermore, we do not accept any liability for defects in delivery items if our buyer/customer has carried out product-altering interventions on the delivery items himself, or even if the delivery item is no longer at the place of delivery. All claims which go beyond those in these terms and conditions – such as rescission, reduction, compensation for indirect damage – are excluded vis-à-vis emf-protect – Karney, Benjamin –.

18. Force majeure:

18.1 In the event that we are prevented from fulfilling the contract on time by events of force majeure, we shall be completely released from this obligation.

Force majeure events are deemed to be: Unforeseeable, unavoidable events beyond our control – i.e. events beyond our control. Natural disasters, war, strike, industrial action and/or energy emergency, lockdowns (Corona), shortage of raw materials (breakdown of supply chains) are expressly considered as such force majeure events.

18.2 Agreed dates and deadlines that cannot be met due to the unforeseeable, unavoidable effect of force majeure beyond our control shall in this case be extended by the duration of the effects of the force majeure or, if applicable, by a period to be determined by mutual agreement.

18.3 If a mutually agreeable solution cannot be reached, we are entitled to withdraw from the contract in whole or in part. In this case, the contractual partner shall be obliged to pay the full amount for all services rendered by us up to this point in time / date.

19. Data Storage / Privacy Policy:

19.1 We assure that personal and other data which are transmitted to us are stored exclusively for the purpose of processing our contractual relationship and are used exclusively for this purpose and, if necessary, are also forwarded to participating cooperation partners/performance agents within the framework of the execution of the contract, insofar as this is absolutely necessary for the fulfilment of the contract. Our buyer/customer gives his consent to this. The transfer of personal data is therefore basically voluntary. The customer has the right to have personal data deleted at any time after the conclusion of the agreed transaction. (Right of revocation). The data will not be made available to uninvolved third parties.

19.2 emf-protect, – Karney, Benjamin – hereby expressly declares to process the data provided and/or made available to us for this purpose in accordance with the provisions of the DSGVO and to take all organisational measures necessary to ensure the protection of this and the personal data. This is based on the relevant data protection provisions of the DSGVO.

20. Withdrawal from the contract:

20.1 We reserve the right to withdraw from the contract.

• If our buyer/customer is in default with the agreed payment or other performance (contractual obligations), we may at our option:

- to postpone the fulfilment of our own contractual obligations until the outstanding payments have been made or other services rendered by our buyer/customer until payment has been made and/or services rendered,
- claim an extension of the delivery period appropriate to the circumstances,
- make the entire outstanding purchase price due for payment (forward loss) and/or
- withdraw from the contract in the event of non-compliance with a reasonable grace period on the part of the buyer/customer

We are entitled to withdraw from the contract if:

- the execution of the delivery or the start or continuation of the service is delayed for reasons for which the customer himself is responsible (e.g. order extensions such as repeat orders) or is further delayed by the buyer / customer himself despite the setting of a grace period,
- there are doubts regarding the liquidity / solvency on the part of the buyer / customer and the buyer / customer does not make advance payments even upon our request / reminder or does not provide suitable security to remove the doubt prior to delivery,
- the extension of the delivery period due to circumstances listed above amounts to more than half of the delivery period originally agreed in the offer,
- Withdrawal from the contract can also be declared with regard to a part of the delivery and service that is still outstanding for the reasons explained above.

20.2 In the event that insolvency proceedings are instituted against the assets of one of the contracting parties – or if an application for the institution of insolvency proceedings is rejected for lack of sufficient assets – the other contracting party shall be entitled to withdraw from the contract without setting a grace period.

20.3 Notwithstanding our claims for damages, in the event of withdrawal from the contract, all services or partial services already rendered up to that point shall be settled and due for payment.

20.4 This also applies insofar as the delivery and service has not yet been taken over by the buyer / customer and/or for advance services already rendered by us for material and wages. We also have the right to demand the return of items already delivered from the buyer / customer.

21. Prohibition of assignment and set-off:

21.1 emf-protect, - Karney, Benjamin - declares that the assignment of any claims of the buyer / customer against us to third parties is ineffective and excluded.

21.2 The buyer/customer may only offset against undisputed claims that have been proven to be legally valid.

22. Place of jurisdiction:

22.1 The agreed place of jurisdiction is the registered office of the seller emf-protect, – Karney, Benjamin –. Rosenheim Local Court / Traunstein Regional Court

22.2 The contractual relationship shall be governed exclusively by German law. The primary contractual language is German.

22.3 The statutory commercial provisions of the German Commercial Code (HGB) and the law of the Federal Republic of Germany / Germany, as well as the General Terms and Conditions issued to the Buyer / Customer shall apply as part of the contract.

22.4 If the Customer is a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the Seller – emf-protect, – Karney, Benjamin –.

22.5 If the customer has its registered office outside the territory of the Federal Republic of Germany, the seller's registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract if this contract or claims arising from this contract can be attributed to the customer's professional or commercial activity. Nevertheless, in the aforementioned cases, the seller is also entitled to call upon the court at the customer's place of business.

23. Applicable law:

23.1 The law of the Federal Republic of Germany / Germany shall apply to the exclusion of the laws on the international purchase of movable goods. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customer has his habitual residence as a consumer, shall remain unaffected.

23.2 This choice of law made here does not apply with regard to the statutory right of withdrawal for consumers if they do not belong to a Member State of the European Union at the time of conclusion of the contract and their sole place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

24. Contract language:

24.1 The contractual language is German.

25. Copyright / Liability:

25.1 All data on this website is protected by copyright and may only be used (unless otherwise stated) with the consent of the respective rights holder. Links / link references on these pages may be made after prior agreement. emf-protect, – Karney, Benjamin – is not liable for any damages whatsoever that may arise from the use of the information, downloads and/or data listed here.

26. Copyright:

26.1 Copyright©2021 www.emf-protect.de – www.abschirmfarbe.eu – Karney, Benjamin. All rights reserved. Reproduction in whole or in part is prohibited without express permission. All trademarks and product names mentioned are the property of their respective owners and should be regarded as such.

27. The following applies to all links on this website:

27.1 „We would like to expressly emphasise that we have no influence whatsoever on the design and content of the linked pages. Therefore, we hereby expressly distance ourselves from all content of all linked pages on our entire Internet presence, including all sub-pages. This declaration applies to all links on our homepage and to all contents of the pages to which links or banners lead.“ (Websites: www.abschirmfarbe.eu and www.emf-protect.de)

28. Statistics / Analysis:

28.1 This website uses Google Analytics, a web analytics service provided by Google, Inc. (Google) Google Analytics uses so-called cookies, text files which are stored on your computer and which enable an analysis of your use of the website. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Under no circumstances will Google associate your IP address with any other data held by Google Inc. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

29. Information on online dispute resolution

29.1 The EU Commission's online dispute resolution platform can be accessed on the Internet at the following link: <https://ec.europa.eu/odr>

We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

30. Price fixing - further provisions:

30.1 The minimum sales prices specified by emf-protect, – Karney, Benjamin – for the product EMF TURTAL PLV must be adhered to by our dealers and may not be undercut due to competitive fairness in worldwide trade. The minimum sales prices are hereby contractually fixed by emf-protect, – Karney, Benjamin – with the respective (wholesale) dealers.

31. Sample packs:

31.1 Trial packs for testing are available for a fee and can be ordered from emf-protect, – Karney, Benjamin –.

32. Dealer's obligation to refer to the safety and processing instructions provided by the manufacturer:

32.1 Once again, reference is made to the dealer's mandatory obligation to refer to the safety and processing instructions issued by the product manufacturer EMF-TURTAL PLV, which is incumbent on all (wholesale) dealers to pass on to buyers/customers in all cases of sales. In the event of failure on the part of the dealer to comply with this mandatory obligation to provide information, emf-protect, – Karney, Benjamin – shall not be liable for any damage resulting from such failure.

Mandatory information obligation of our dealers to sales customers and end customers:

emf-protect, – Karney, Benjamin – has informed all of its (wholesale) dealers and trading partners of the mandatory handover of its processing and safety instructions to customers (paper form, PDF format). The dealer undertakes to inform his customers of the contents of the safety and processing instructions.

emf-protect, – Karney, Benjamin – is expressly not liable for damage to property, persons or people if sales / distributors fail to comply with this obligation to inform.

33. Final provisions:

Verbal ancillary agreements are not permissible. These must be made in writing.

Amendments and/or supplements to these terms and conditions and/or the contract itself and/or its/their enclosures must also be made in writing in order to be valid.

These General Terms and Conditions (GTC) shall remain binding even if individual points are invalid.

The legally ineffective point shall be replaced by the contractually bound parties by another point which is legally effective and comes as close as possible to the intended economic sense of the ineffective contractual point.

The buyer/customer declares that, with regard to the pricing which is favourable to him, there is no disadvantage to him even in the event of a shift in the legal situation as a result of these GTC.

Status: March 2021 | *emf-protect* | **Owner:** Karney, Benjamin