



WEBSHOP TERMS & CONDITIONS

Hirschmann Automotive GmbH

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1 SCOPE

- 1.1 These Webshop Terms and Conditions (hereinafter referred to as "**Terms**") apply to all orders, contracts and deliveries that are made via the webshop of Hirschmann Automotive GmbH with its registered office in Rankweil, Austria, which can be accessed via <https://shop.hirschmann-automotive.com/> (hereinafter referred to as the "**Webshop**").
- 1.2 In all other respects, the General Terms and Conditions of Sale and Delivery of the Hirschmann Automotive Group, which can be accessed via <https://www.hirschmann-automotive.com/en/suppliers-customers>, shall apply, unless otherwise provided for in these Terms.

2 REGISTRATION

- 2.1 The Webshop is aimed exclusively at entrepreneurs, i.e. customers who use the goods for business purposes in the context of an independent economic activity. Therefore, consumers are not entitled to place orders.
- 2.2 Placing orders in the Webshop requires a prior registration and the creation of a user account. The customer is obliged to provide all data truthfully and to always keep all data up to date.
- 2.3 After the customer has registered and/or placed the first order in the Webshop, the customer is verified by Hirschmann Automotive. Hirschmann Automotive reserves the right to refuse registration or initial order without giving reasons. The customer is not entitled to verification by Hirschmann Automotive.
- 2.4 When registering, the customer chooses a password to log in to the Webshop. The customer must keep the password and other access data strictly confidential and protect them appropriately. The customer is responsible for all activities with its customer account.

3 CONCLUSION OF CONTRACT – PAYMENT – DELIVERY

- 3.1 The presentation of the products in the Webshop does not constitute a legally binding offer, but an invitation to submit an offer. By submitting the order in the Webshop, the customer submits a binding offer to conclude a contract. The contract is only concluded by the order confirmation by Hirschmann Automotive or by the delivery of the ordered products (subject to positive verification of the customer by Hirschmann Automotive).

- 3.2 Payments are to be made by the customer without any deduction, with payment of all bank charges, in the currency and payment period shown on Hirschmann Automotive's invoice. Payment is made by bank transfer to the bank account disclosed by Hirschmann Automotive. Hirschmann Automotive reserves the right to deliver the ordered goods only after receipt of payment.
- 3.3 The ordered goods will be delivered on a DAP basis in accordance with Incoterms 2020. Notwithstanding the foregoing, the customer shall bear all costs and charges incurred in connection with the transport, including, in particular, customs duties, import duties, and other fees.

4 FREE SAMPLES

- 4.1 The Customer may order products in the Webshop that are intended exclusively for demonstration purposes and not intended for commercial use, installation in vehicles, sale to third parties or other commercial exploitation (hereinafter referred to as "**Free Samples**").
- 4.2 Free Samples are offered at no charge. Hirschmann Automotive will cover the shipping costs for Free Samples. However, the customer shall bear for any fees, customs duties, levies, and taxes associated with the Free Samples and their shipment.
- 4.3 The customer is obliged to use Free Samples exclusively for the intended purpose. The customer therefore has no warranty, liability or other claims for Free Samples (except for legally mandatory product liability claims).
- 4.4 The customer can only order Free Samples once per product. Hirschmann Automotive also reserves the right to refuse orders for Free Samples without justification.

5 PLACE OF JURISDICTION – APPLICABLE LAW

- 5.1 The exclusive place of jurisdiction for all legal disputes in connection with orders, deliveries and contracts that fall within the scope of these Terms shall be Feldkirch, Austria, unless otherwise agreed. However, Hirschmann Automotive is entitled, at its discretion, to assert claims against the customer at the customer's place of business.
- 5.2 Unless otherwise agreed, the relationship between the customer and Hirschmann Automotive shall be governed exclusively by Austrian laws, excluding conflict of laws and the Convention on the International Sale of Goods (CISG).