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A. General terms and conditions with customer information

1) Scope

1.1 These General Terms and Conditions (called "T&Cs" below) of TIGRA GmbH (called "Merchant" below) apply to all contracts to supply merchandise that a consumer or business (called "Customer" below) concludes with the Merchant with respect to the merchandise illustrated in the Merchant's catalogue using a means of distance communication (e.g. telephone, fax, e-mail, letter) exclusively by individual communication as defined in § 312j para. 5 point 1 of the German Civil Code. Unless otherwise agreed, the inclusion of the Customer's own conditions is herewith excluded.

1.2 A Consumer for the purposes of these T&Cs is any natural person who concludes a legal transaction for purposes that are primarily unrelated to either their commercial or their own independent professional activities. A business for the purposes of these T&Cs is any natural or legal person or legal partnership that is exercising its commercial or independent professional activity at the time of concluding a legal transaction.



2) Conclusion of a contract

2.1 The product descriptions contained in the Merchant's catalogue do not represent binding offers on the part of the Merchant, rather they serve as the basis for a binding offer by the Customer.

The Customer may submit the offer by telephone, in writing, by fax or by e-mail. If there is an order form with the catalogue, the Customer may also use this order form to submit his offer by completing the form and sending it back to the Merchant by post, fax or e-mail.

2.2 The Merchant may accept the Customer's offer within seven days

- by sending the Customer a written confirmation of order or a confirmation of order in text form (fax or e-mail); receipt of the confirmation of order by the Customer being the determining factor in this respect, or

- by sending the Customer the ordered merchandise; receipt of the merchandise by the Customer being the determining factor in this respect, or

- by requesting payment from the Customer after he has submitted his order.

If more than one of the above alternatives applies, the contract comes into effect at the time at which one of the above alternatives first occurs. If the Merchant does not accept the Customer's offer within the abovementioned period, this shall be regarded as rejection of the offer with the consequence that the Customer is no longer bound by his declaration of intent.

2.3 The period for accepting the offer starts on the day after the Customer sends the offer and ends after the seventh day following the sending of the offer has elapsed.

3) Right of cancellation

3.1 Consumers have a right of cancellation.

3.2 More detailed information on the right of cancellation can be found in the Merchant's cancellation policy.

4) Prices and payment conditions

4.1 Unless otherwise specified in the Merchant's product specification, the specified prices are total prices which are inclusive of the legally applicable sales tax. Any additional delivery and shipping costs that may be incurred are specified separately in the product description concerned.

4.2 For deliveries to countries outside the European Union, further costs may arise in individual cases that are not attributable to the Merchant and which are to be borne by the Customer. These include, for example, costs for transferring money via credit institutions (e.g. transfer charges, exchange rate charges) or import duties and taxes (e.g. customs duties). Such costs may also arise in association with the money transfer if the delivery is not made to a country outside the European Union, but the Customer makes the payment from a country outside the European Union.

4.3 The Customer has the choice of various payment options which are set out in the Merchant's catalogue.



4.4 We reserve the right to change our prices accordingly if, after the contract is concluded, cost reductions or increases occur, particularly on account of wage agreements or changes in material prices. We shall explain these changes to the Customer upon request. In the case of a price increase, the Customer may withdraw from the contract within 2 weeks of notification of the increase. The supplier has a right of withdrawal in the event that the agreed price has to be increased by 15% or more as a result of an increase in raw material prices.

4.5 A processing charge of 10 Euros will be levied for orders with an order value of less than 50 Euros excluding VAT.

4.6 The purchase price is due for payment without deduction within 30 days of the date of invoice. The statutory rules apply in the event of delayed payment.

5) Delivery and shipping conditions

5.1 Unless otherwise agreed, merchandise is delivered by the shipping method to the delivery address provided by the Customer.

5.2 If the transport company returns the shipped merchandise to the Merchant as it was not possible to deliver it to the Customer, the Customer shall bear the costs of the unsuccessful shipping. This shall not apply if the Customer was not responsible for the circumstance that prevented delivery or if he was temporarily prevented from accepting the offered service, unless the Merchant had notified him of the service with a reasonable period of notice. Furthermore, this shall not apply with respect to the costs of the original delivery if the Customer effectively exercises his right to cancellation. If the Customer has effectively exercised his right to cancellation, the rule in the Merchant's cancellation policy in this respect shall apply to the return costs.

5.3 If the Customer is acting as a business, the risk of accidental loss and accidental deterioration of the sold merchandise is transferred to the Customer as soon as the Merchant has delivered the item to the carrier, freight forwarder or other person or organisation appointed to carry out the shipment. If the Customer is acting as a consumer, the risk of accidental loss and accidental deterioration of the sold merchandise is not transferred until the merchandise is handed over to the Customer or a person authorised to receive the merchandise. By way of departure from this, the risk of accidental loss and accidental deterioration of the sold merchandise is transferred to the Customer, even for consumers, as soon as the Merchant has delivered the item to the carrier, freight forwarder or other person or organisation appointed to carry out the shipment if the Customer has commissioned the carrier, freight forwarder or other person or organisation appointed to carry out the shipment and the Merchant has not previously suggested this person or organisation to the Customer.

5.4 The Merchant reserves the right to withdraw from the contract in the event that his own deliveries fail to match specifications or requirements. This shall not apply in the event that the non-delivery is attributable to the Merchant and the Merchant has not concluded a specific covering transaction with his own supplier with the appropriate due care. The Merchant shall make every reasonable effort to procure the merchandise. In the event that the merchandise is not available or is only partly available, the Customer shall be informed immediately and the payment made shall be reimbursed immediately.

5.5 For Customer collection, the Merchant shall first inform the Customer by e-mail that the merchandise ordered by him is ready for collection. Upon receipt of this e-mail, the Customer may pick up the merchandise by arrangement with the Merchant. In this case, no shipping costs will be charged.

6) Retention of title

6.1 With respect to consumers, the Merchant reserves the right to retain ownership of the supplied merchandise until the owed purchase price has been paid in full.

6.2 With respect to businesses, the Merchant reserves the right to retain ownership of the supplied merchandise until all receivables arising from an ongoing business relationship have been settled in full.

6.3 If the Customer is acting as a business, he is entitled to resell the reserved merchandise in the normal course of business. The Customer assigns all resulting claims against third parties in the amount of the associated invoice value (including sales tax) in advance to the Merchant. This assignment shall apply regardless of whether the reserved merchandise has been resold without or after processing. The Customer remains entitled to collect the receivables, even after the assignment. This shall not affect the Merchant's authority to collect the receivables himself. The Merchant shall not however collect the receivables provided that the Customer meets his payment obligations towards the Merchant, is not in payment arrears and no application is made to start insolvency proceedings.

7) Liability for defects

If the purchased item is defective, the statutory liability for defects shall apply. By way of departure from this:

7.1 If the Customer is acting as a business,

- the Merchant is entitled to select the rectification method;
- the statutory period of limitation for defects in new merchandise is one year from the transfer of risk;
- rights or claims for defects are excluded if the merchandise has been used;
- the period of limitation does not start again if alternative merchandise is supplied in association with the liability for defects.

7.2 If the Customer is acting as a consumer, the statutory period of limitation for claims for defects in used merchandise is one year from delivery of the merchandise to the Customer, subject to the following point.

7.3 The limitations of liability and shortening of the period of limitation covered by the above points do not apply

- to items that were used for a structure in their customary manner and caused the structure to become defective,
- to claims for compensation and claims for reimbursement of expenses by the Customer, and
- in the event that the Merchant has maliciously concealed the defect.

7.4 Furthermore the statutory periods of limitation for the right of recourse as defined in § 478 of the German Civil Code remain unaffected for businesses.

Tools cut better with TIGRA

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7.5 If the Customer is acting as a businessman as defined in § 1 of the German Commercial Code, the commercial duty to examine and requirement to give notice of defects as defined in § 377 of the German Commercial Code apply to him. If the Customer neglects the notification requirements described therein, the merchandise shall be deemed to have been approved.

7.6 If the Customer is acting as a consumer, he is required to raise any complaints about merchandise delivered with obvious damage in transit with the carrier and to make the Merchant aware of such complaints. If the customer fails to do this, this shall in no way affect his statutory or contractual claims for defects.

8) Liability

The Merchant is liable to the Customer for all contractual, quasi-contractual, statutory and criminal claims for compensation for damages and expenses as follows:

8.1 The Merchant has unlimited liability on any legal ground

- in the event of intent or gross negligence,
- in the event of deliberate or grossly negligent injury to life, body or health,
- arising from a guarantee commitment unless otherwise stipulated in this respect,
- arising from strict liability, as in the case of the German Product Liability Act.

8.2 If the Merchant negligently breaches a significant contractual obligation, the liability is limited to the foreseeable damages typical for this type of contract unless unlimited liability applies in accordance with the point above. Significant contractual obligations are obligations that the content of the contract imposes on the Merchant according to its content in order to achieve the purpose of the contract, the fulfilment of which is essential for the proper implementation of the contract and which the Customer may rely upon being fulfilled.

8.3 In other respects, the Merchant cannot be held liable.

8.4 The above liability provisions also apply with respect to the Merchant's liability for his vicarious agents and legal representatives.

8.5 If we are liable for compensation in the event of delayed delivery, our liability is limited such that we shall pay a flat-rate compensation amounting to 0.5% of the delivery value for every full week of delay to a maximum of 5% of the delivery value.

9) Applicable law, contract language

9.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties to the exclusion of the Convention on the International Sale of Goods. For consumers, this choice of law applies only to the extent that the granted protection is not withdrawn due to overriding provisions of the law in the country in which the consumer is normally resident.

9.2 The contract language is German.

10) Jurisdiction

If the Customer is acting as a businessman, legal person under public law or a special fund under public law located within the territory of the Federal Republic of Germany, the sole jurisdiction for any disputes arising from this contract is the registered office of the Merchant. If the Customer is resident outside the territory of the Federal Republic of Germany, the registered office of the Merchant shall have exclusive jurisdiction for any disputes arising from this contract if the contract or claims arising from the contract can be allocated to the Customer's professional or commercial activity. However, in the above cases, the Merchant is in all cases entitled to apply to the Court responsible for the Customer's registered office.

11) Alternative dispute resolution

11.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a starting point for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

11.2 The Merchant is neither obliged nor prepared to participate in dispute resolution proceedings before a consumer arbitration service.

B. Privacy policy

1) Information about the collection of personal data and contact details of the responsible person

1.1 Below we provide you with information about the handling of your personal data. Personal data in this case means all data with which you can be personally identified.

1.2 TIGRA GmbH, Gewerbering 2, 86698 Oberndorf am Lech, Germany, Tel.: +49-(0) 90 90-96 80 01, Fax: +49-(0) 90 90-96 80 50, e-mail: info@tigra.de, is responsible for data processing on this website as defined in the General Data Protection Regulation (GDPR). The natural or legal person who, alone or jointly with others, decides on the purposes and means of processing personal data is responsible for the processing of personal data.

2) Kontaktaufnahme

Personal data is collected when you make contact with us (e.g. by telephone, using the contact form or by e-mail); the personal data that is collected can be seen in the contact form. This data is saved and used exclusively for the purposes of responding to your request or for making contact and the associated technical administration. The legal basis for processing the data is our legitimate interest in responding to your request in accordance with Art. 6 Para. 1(f) of the GDPR. If the purpose of your contact is to conclude a contract, the additional legal basis for such processing is Art. 6 Para. 1(b) of the GDPR. When the processing of your enquiry is complete, your data will be erased; this is the case if it can be seen from the circumstances that the matter concerned has been fully resolved and provided that there are no statutory retention requirements that prevent such erasure.

3) Use of data for order processing

3.1 To process your order we work with the following service provider(s) who wholly or partly support us in the implementation of concluded contracts. Certain personal data is passed on to such service providers in accordance with the following information.

3.2 The personal data that we collect is passed on to the transport company commissioned to make the delivery in the course of implementing the contract if this is necessary in order to deliver the merchandise. We pass your payment data on to the commissioned credit institution in the course of processing the payment if this is necessary in order to process the payment. If payment service providers are used, we shall explicitly inform you of this below. In this case, the legal basis for passing on the data is Art. 6 Para. 1(b) of the GDPR.

4) Rights of the affected party

4.1 As an affected party, the applicable data protection legislation affords you comprehensive rights with respect to the person responsible for the processing of your personal data (rights to information and rights to intervene); these are described below:

- Right to information as defined in Art. 15 GDPR: In particular you have a right to information about your personal data that is processed by us, the purposes of the processing, the categories of processed personal data, the recipients or categories of recipient to whom your data was or will be disclosed, the planned retention period or the criteria for defining the retention period, the existence of a right to correction, erasure, restriction of the processing, objection to the processing, appeal to a supervisory authority, the origin of your data if it was not collected from you by us, the existence of automated decision-making, including profiling and where applicable meaningful information about the logic involved and the scope that affects you and the intended effects of such processing, and your right to be informed of the guarantees that exist in accordance with Art. 46 of the GDPR if your data is passed on to third countries;

- Right to correction as defined in Art. 16 GDPR: You have a right to immediate correction of incorrect data concerning you and/or completion of incomplete data that is held by us;

- Right to erasure as defined in Art. 17 GDPR: You have the right to erasure of your personal data if the requirements of Art. 17 Para. 1 GDPR apply. However this right does not exist if, in particular, the processing is required in order to exercise the right of free expression and information, to fulfil a legal obligation, on public interest grounds or in order to assert, exercise or defend legal claims.

- Right to restriction of the processing as defined in Art. 18 GDPR: You have the right to request restriction of the processing of your personal data provided that the correctness of your data that you are disputing is checked, if you decline erasure of your data on account of unauthorised data processing and instead request restriction of the processing of your data, if you require your data in order to assert, exercise or defend legal claims, after we no longer need this data after its purpose is served or if you have served objection on grounds of your particular situation, provided that it is not identified that our compelling reasons take precedence;

- Right to be informed as defined in Art. 19 GDPR: If you have asserted your right to correction, erasure or restriction of processing with the responsible person, this person is required to inform all

recipients to whom your personal data was disclosed of the correction or erasure of the data or restriction of the processing unless this proves to be impossible or would require disproportionate effort. You are entitled to be informed of such recipients.

- Right to data portability as defined in Art. 20 GDPR: You have the right to receive the personal data that you have provided to us in a structured, well-established and machine-readable format or to request that it be sent to another responsible person if this is technically feasible.

- Right to revoke granted consents as defined in Art. 7 Para. 3 GDPR: At any time you have the right to revoke any consent you have granted to the processing of data with effect in the future. In the event of revocation, we shall immediately erase the relevant data if further processing cannot be supported by a legal principle of processing without consent. The revocation of consent shall not affect the legal validity of any processing that has taken place on the basis of the consent up until the consent is revoked;

- Right to appeal as defined in Art. 77 GDPR: If you believe that the processing of your personal data infringes the GDPR, you have - regardless of any other administrative or judicial redress - the right to appeal to a supervisory authority, particularly in the Member State of your residence, workplace or the location of the suspected infringement.

4.2 RIGHT TO OBJECT

IF, AFTER WEIGHING UP THE INTERESTS, WE PROCESS YOUR PERSONAL DATA ON THE BASIS OF OUR OVERRIDING INTEREST, YOU HAVE AT ALL TIMES THE RIGHT, FOR REASONS ARISING FROM YOUR PARTICULAR SITUATION, TO OPT OUT OF SUCH PROCESSING WITH EFFECT FOR THE FUTURE.

IF YOU EXERCISE YOUR RIGHT TO OBJECT, WE SHALL END THE PROCESSING OF THE AFFECTED DATA. WE RESERVE THE RIGHT HOWEVER TO CONTINUE PROCESSING IF WE ARE ABLE TO DEMONSTRATE COMPELLING AND LEGITIMATE REASONS FOR THE PROCESSING THAT OVERRIDE YOUR INTERESTS, FUNDAMENTAL RIGHTS AND BASIC FREEDOMS, OR IF THE DATA NEEDS TO BE PROCESSED IN ORDER TO HELP ASSERT, EXERCISE OR DEFEND LEGAL CLAIMS.

IF YOUR PERSONAL DATA IS PROCESSED BY US FOR THE PURPOSES OF DIRECT MARKETING, YOU HAVE THE RIGHT AT ANY TIME TO OBJECT TO THE PROCESSING OF YOUR PERSONAL DATA FOR THE PURPOSES OF SUCH ADVERTISING. YOU MAY MAKE THE OBJECTION AS DESCRIBED ABOVE.

IF YOU EXERCISE YOUR RIGHT TO OBJECT, WE SHALL END THE PROCESSING OF THE AFFECTED DATA FOR DIRECT MARKETING PURPOSES.

5) Retention period for personal data

The retention period for personal data is measured with reference to the statutory retention period (e.g. commercial and fiscal retention periods). When the period has elapsed, the corresponding data is routinely erased provided that it is no longer needed for contract fulfilment or initiation and/or we no longer have a legitimate interest in its continued retention..