



supermagnete

General Terms and Conditions (GTC) as of 04/11/2011

§ 1 Supplier and Scope

H\Y`k YVg\cd`gi dYfa U[bYhY"XY`]g`cdYfUhYX`Vm

K YVWUZh; a V<

=bXi ghf]YdUf_`&\$&

+, &((; chta UX]b[Yb

; Yfa Ubm

. I GH =>XBf""fU 5H`FY["Bc"Ł. '89&+(%\$&' * &

H\Y`Ui h\cf]gYX`fYdfYgYbHh]j Yg`UfY.

i A Uth\]Ug`5W`Yfa Ubb

i F Yhc`<Ym[Y`

H\Y`Vi g]bYgg`fY`Uh]cbg\]d`VYhK Yyb`K YVWUZh; a V<`UbX`h\Y`di fW`UgYf`]g[`cj YfbYX`VmibUh]cbU`Uk UbXz`]b`UXX]h]cbz`h\Y`j Yfg]cb`cZK YVWUZh; a V<`; YbYfU`HYfa g`UbX`7cbX]h]cbg`f] H7Ł`h\U`UfY`]b YZZYVh`Uh`h\Y`h]a Y`cZ`di fW`UgY`"K YVWUZh; a V<`k`j`bch`UWV`dh`Ubm`XYj`]Uh]cbg`cZ`h\Y`di fW`UgYf`Z`ca h\Y`; YbYfU`HYfa g`UbX`7cbX]h]cbg`i b`Ygg`h\Ym`Uj`Y`Uddfcj`YX`h\Ya`]b`k`f]h]b["

§ 2 Completion of the Contract

CbW`mci` \Uj`Y`YbhYfYX`Ub`cb`]bY`cfXYf`k`]h`gi`dYfa`U[`bYhY`"XY`UbX`\Uj`Y`W]W`YX`h\Y`"G9B8`CF89F`" Vi`hcbz`mci` \Uj`Y`YbhYfYX`]bhc`U`V]bX]b[`U[`fYYa`Ybh`hc`di`fW`UgY`h\Y`]hYa`g`]b`mci`f`g`cdd]b[`W]fh`"K`Y`k`j`"W`b`Z]fa`mci`f`cfXYf`UbX`]hg`V`b`h`Y`b`hg`]a`a`YX]UhY`mj`]U`Y!`a`U]`z`UbX`h\Y`V`b`h`UW`cZ`gU`Y`k`]`VY`V`ta`d`Y`hY`"

§ 3 Prices and Shipping Costs

5`"g`l`cd`df]W`g`]bW`XY`h\Y`ghU`h`hcfm; Yfa`Ub`J`5H`cZ`%`i`" `f]k`i`g]bYggYg`k`]h`]b`h\Y`9i`z`Vi`h`ci`hg]XY`cZ` ; Yfa`Ubm`z`UfY`Y`][`]V`Y`Zcf`HUI`Z`FY`]bhfUv`ta`a`i`b]m`XY`]j`Yf]Yg`]Z`U`j`U`X`J`5H`FY[`"Bc`"]g`]bX]W]hYX`Uh`h\Y`h]a`Y`cZ`h\Y`cfXYf`"Ł

:`cf`g`\]da`Ybh`g`ci`hg]XY`cZ`h\Y`9i`z`J`5H`k`j`"VY`XYXi`WYX`Z`ca`mci`f`cfXYf`Ua`ci`bh`"M`ci`UfY`fYgdcbg]V`Y`Zcf`Uff`Ub[`]b[`d`Uma`Ybh`cZ`W`ghca`g`]b`mci`f`V`ci`bhf`m`

H\Y`a`]b]a`i`a`cfXYf`fYei`]fYa`Ybh`g`9i`F`%`z`\$`\$":`cf`cfXYf`gi`bXYf`h`]g`Ua`ci`b`z`k`Y`k`j`"UXX`U`gi`fW`Uf[`Y`cZ`9i`F`+`z`\$`\$"

H\Y`]bgi`fYX`d`UW`U[`Y`k`j`"VY`gYbh`Z`ca`";`chta`UX]b[`Yb`f]`Yfa`Ubm`k`j`]U`8`<`@`"G`\]dd]b[`"W`g`hg`hc` ; Yfa`Ubm`UfY`hmd]W`"mi`9i`F`)`z`\$":`cf`g`\]dd]b[`df]W`g`]b`ch`Yf`V`ci`bhf]Yg`z`d`YUgY`gYY`ci`f`hYfa`g`cZ`XY`]j`Yfm`O`h`d`##`k`k`"gi`dYfa`U[`bYhY`"XY`#gY`YVW`V`ci`bhf`m`d`d`3cf][`]b1`V`b`X]h]cbg`Q`f]cf`W`ghca`!`a`UXY`cfXYf`g`cf`Uf[`Y`ei`Ubh]h]Yg`X]ZZYfYbh`g`l`dd]b[`UbX`\UbX`]b[`W`Uf[`Yg`a`Um`VY`bY[`ch]UhYX`"Ł

§ 4 Payment Terms, Conditional Sale

8`i`f]b[`"W`ta`d`Y`h]cb`cZ`mci`f`cfXYf`z`mci`k`j`"Uj`Y`h\Y`cd`d`cf`h`b]m`hc`W`ccgY`mci`f`a`Yh`cX`cZ`d`Uma`Ybh`K`YVW`UZh; a V<`k`j`"bcfa`U`m`XY`]j`Yf`mci`f`cfXYf`cb`m`UZ`Yf`d`Uma`Ybh`\Ug`VY`Yb`f`Y`W`]j`YX`" =b`h\Y`W`UgY`cZ`XY`]j`Yfm`U[`U]b`gh`Ub`]b]c]W`z`h\Y`b`Yh`]b]c]W`Ua`ci`bh`]g`d`Um`UV`Y`k`]h`]b`" \$`X`Umg`k`]h`bc`XYXi`W]cbg`" =Z`k`Y`XY`]j`Yf`mci`f`cfXYf`YX`]hYa`g`df]cf`hc`d`Uma`Ybh`z`h\Y`XY`]j`YfYX`]hYa`g`fYa`U]b`h\Y`dfcdYf`mci`Z`K`YVW`UZh; a V<`i`bh`]z`"d`Uma`Ybh`]g`a`UXY`"

§ 5 Delivery and Risks

G\da Ybhg'k]h]b h\Y'9l 'k]''VY'gYbh'cb'ci f'f]g_ž'fY []ghYfYX'UbX']bgi fYX'j]U'8<@fk]h' h\Y'8Yi hgWY Dcgh' "G\da Ybhg'ci hg]XY'cZ'h\Y'9l 'k]''VY'gYbh'Z'ca 'ci f'k UfY'ci gY']b'Gk]hmYf'UbX'cb'ci f'f]g_ 'k]h GK =GG'DCGH' "K Y'fYH]b' h\Y'f] [\h'hc' V\ccgY'ch\Yf'g\da Ybh'gYfj]W'gž'Ug'bYVW'ggUfm'

H\Y'W'ghca Yf'a i gh'VYUf'U''f]g_g'cZ'cgg'cf'XUa U[Y'hc'h\Y' [ccXg'Z'ca 'h\Y'h]a Y'h\Ym\Uj Y'VYyb XY']j YfYX''

§ 6 Place of delivery and Use of Delivered Goods

K Y'XY']j Yf'k cf'Xk]XY'YI Wdh'hc'h\Y'I G5ž'7UbUXU'UbX'>JdUb''Ci f' [ccXg'UfY'bch']bhYbXYX'Zcf'i gY']b cf'YI dcfh'hc'h\Y'I G5ž'7UbUXU'cf'>JdUb''i g]b['ci f' [ccXg']b'h\Y'X]fYVh'cf']bX]fYVh'dfcXi Vh]cb'cZ'hYa g]bhYbXYX'Zcf'YI dcfh'hc'h\Y'UVcj Y!a Ybh]cbYX'Vč'i bhf]Yg']g'h\YfYZcfY'ghf]Vh'midfc\]V]hYX''

§ 7 Delivery delays

8Y']j YfmXY'Umg'h\Uh'\UddYb'Xi f]b['h\Y'hfUbgdcfh'Vmia U] 'UfY'ci hg]XY'cZ'ci f'gd\YfY'cZ']bZi YbW'UbX k Y'Wb'h\YfYZcfY'bchVY'\Y'X'']UV'Y'Zcf']h'

Shop articles

5''Ufh]WYg'h\Uhmci 'cfXYfYX']b'ci f'cb']bY'g\cd'UfY']b'ghcW'UbX'Wb'VY'g\ddYX'k]h'ci hXY'Umf' =Z'Ub Ufh]WY']g'hYa dcfUf']mbch']b'ghcW'ž'nci 'Wbbch'di h']h']b'nci f'Wfh']b'h\Y'cb']bY'g\cd''

8Y'Umg'k]h'g\cd'Ufh]WYg'Wb'h\YfYZcfY'cb'mcWV'f'Xi Y'hc'k U]h]b['h]a Y'Zcf'Ub']bVč'a]b['dfY!dUma Ybh' 8YdYbX]b['cb'mci f'a cXY'cZ'dUma Ybhž']h'Wb'hU_Y'gY' YfU'XUmg'i bh']k Y'fYVW']j Y'mci f'dUma Ybh']b'ci f UWVč'i bh' h\Y'cfXYfYX'Ufh]WYg'fYa U]b'fYgYfj YX'Zcf'mci 'Xi f]b['h']g'k U]h]b['dYf]cX'UbX'k]''VY'g\ddYX k]h']b'cbY'Vi g]bYgg'XUmUZhf'fYVW'dh'cZ'dUma Ybh']mč'i 'Wb'fYXi W'h\Y'k U]h]b['h]a Y']Z'mci 'gYbX'i g dfccZ'cZ'dUma Ybh'fj]U'ZU' 'cf'Y!a U] 'č'cf']Z'mci 'W\ccgY'U'ei]W'Yf'a cXY'cZ'dUma Ybhž'Y' ["'WYX]h'WfX''

Custom-made orders

Ci f'cZ'Z'f'k]'']bW' XY'h\Y'Uddfcl]a UH' 'dfcXi Vh]cb'h]a Y'k Y'k]''bYX'Zcf'h\Y'a Ubi ZUVh' fY'cZ'mci f W'ghca 'cfXYf'' 5g'U' [YbYfU'fi 'Yž'k Y'k]''UffUb [Y'Zcf'g\da Ybh'k]h']b'h']g'h]a Y'']a]h'

=Z'h\Y'g\da Ybh'cZ'mci f'a U[bYhg']g'XY'UmYX'Vmia cfY'h\Ub'+XUmgž'k Y'k]'' [fUbh'mci 'U'df]W'fYXi Vh]cb UWVč'fX]b['hc'h\Y'Z'č'ck]b['']gh

Delay

%d + 'XUmg

, !% ('XUmg

%)! &% XUmg

cj Yf' &% XUmg

Price reduction

!

;%\$i

%)!

&\$i

=Z'XY']j Yfm]g'XY'UmYX'Zcf'a cfY'h\Ub' &% XUmgž'mci '\Uj Y'h\Y'f] [\h'hc'WbW''mci f'di fW'UgY'Uh'bc'Vč'gh hc'mci "'C'h\Yf'WU]a g'Zcf'Vč'a dYbgU]h]cb'Xi Y'hc'XY'UmYX'XY']j YfmUfY'YI W'XYX''

Large quantities

E i chU]h]cbg'Zcf'Uf [Y'ei Ubh]h]Yg']bX]WWh'Ub'Uddfcl]a UH'XY']j YfmXUH' h\Uh'Wb'VY'YI dYVWYX'k]h'Ub]a a YX]UH' 'cfXYf'' <ck Yj Yfž'h\Y'ei chYX'ei Ubh]h]Yg'UfY'bch'fYgYfj YX'Zcf'mci 'Uh'h\Y'h]a Y'cZ'ei chU]h]cb'' H\YfYZcfYž'k Y'Wbbch[i UfUbhY'h\Uh'h']g'XY']j YfmXUH']g'gh''] U']X'Vmih\Y'h]a Y'mci 'UWV'dh'ci f'cZ'Z'f'' Cb'mUZhf'mci 'UWV'dh'ci f'cZ'Z'fž'k Y'Wb' []j Y'mci 'Ub'cfXYf'Vč'bZ]fa Uh]cb'k]h'U'XYZ]b]h'XY']j YfmXUH'' =Z'k Y'Wbbch'YYd'h']g'XY']j YfmXUH'UbX'h\YfY']g'U'XY'UmicZ'a cfY'h\Ub'gYj Yb'XUmgž'mci 'Wb k]h'XfUk 'Z'ca 'ci f'Vč'bhfUW'h'k]h'ci h'dYbU'mi': i fh\Yf'WU]a g'Zcf'XUa U[Yg'Xi Y'hc'XY'UmYX'XY']j YfmUfY bch'j U']X''

§ 8 Warranty

K UffUblmi]g VtZcfa 'k]h'ghUhi hcfmfY[i 'Uh]cbg"

K YVWUZh; a V< [i UfUbhYg'h\Y'Zi bVh]cbU'YZZ]WYbWmicZXY'j] YfYX'a U[bYhg" DfcXi Wtg'k \]W\ UfY XUa U[YX'Xi f]b['i gY' **cannot** VY'fYhi fbYX'cf'YI W\Ub[YX''H\]g'bWm XYg.

i **Flaking and wear of the surface coating:**

H\Y'gi fZUW'VtUh]b['cZ'h\Y'a U[bYhg'W\U'ZU_Y'cf'W\]d'Xi f]b['ja dfcdYf'i gYž'YgdYV\U'mik \Yb a U[bYhg'UfY'U'ck YX'hc'Vt''XY''': i fh\Yfa cfYž']hfg'dcgg]V'Y'h\Uhi'U'h\]b''UmYf'cZ'Vt'Uh]b['a UmVY'k cfb Uk UmXi Y'hc'Vt'bgHUbh'\UbX']b["

i **Breaking of the magnets:**

BX: Y6'Gi dYfA U[bYhg'W\U'VfYU_]Z XfcdYX'hc'h\Y'Zccf'cf']Z'k c'a U[bYhg'Vt'']XY''6fc_Yb'a U[bYhg UfY'bch'Vt'j YfYX'Vmi'h\Y'K UffUblmi'UbX'W\U'b'h\YfYZcfY'bch'VY'fYd'UW'X"

i **Loss of magnetism due to high temperatures:**

5''cZci f'a U[bYhg'UfY'! i b'Ygg'ch\Yfk]gY'a Ybh]cbYX'! \YUH fYg]ghUbi d'hc', \$'XY[fYg'7Y'g]i g''=Z . h\Y'a U[bYhg'UfY'YI dcgYX'hc'\][\Yf'hYa dYfUhi fYgž'h\Ym'cgY'U'dcfh]cb'cZ'h\Y]f'a U[bYhg]ga "

H\Y'ghUhi hY'cZ']a]h]h]cbg']g' & ('a cbh\g'UbX'VY[]bg'Uhi'h\Y'XY']j YfmicZ'mci f'cfXYf'': cf' hfUXYfgž Ufh]WYg Y'' ++'UbX'' +, '<; 6'fYa U]b''b'YZZYV'

H\Y'fUbgZYf'cZ'k UffUblmi'WU]a g'hc'h\]fX'dUfh]Yg']g'YI Wi XYX"

§ 9 Exceptions to the Guarantee

5bmiZi fh\Yf'a UHf]U'c'f''Y[U'' [i UfUbhYgž'k]h'h\Y'YI Wdh]cb'cZ'h\cgY'a Ybh]cbYX']b'Y', ž'UfY YI dfYgg'mYI Wi XYX"

§ 10 Return Policy

⇒Znci 'UFY'U private customer from Germanyž'hY'Zc`ck]b['fYh fb'WbX]h]cbg'Udd'm

Mti 'a UmifYj c_Y mci f'WbhfUWU U'U[fYYa Ybhk]h\ci h\Uj]b['hc'dfcj]XY'U'fYUgcb'Zcf'Xc]b['gc'k]h]b
%('XUng']b'k f]h]b['fY'[" "Vm'YHfz'ZU ž'Y! a U]E'cf'Vm'fYh fb]b['hY'XY'j Yfm]b'Z ž'zi b'Ygg'hY
a YfW'UbX]gY']g'Y[U'm'YI Wm'XYX'Z'ca 'VY]b['fYh fb'YX'fY'[" "W'ghca 'cfXYfgL" 'hY'h]a Y'ja]h'VY[]bg
i dcb'fYW']dh'cZ'h]g']bgh'f' W]cb" 'Mti f'f[\h]g'Ybg' fYX']Znci f'k f]h]b'fYj c'W]h]cb'UbX#cf'hY'fYh fb'cZ
hY' [ccXg'hU_Yg'd'UW'Xi f]b['hY'h]a Y'ja]h'

FYh fbg'g\ci 'X'VY'UXXfYggYX'hc.

9! a U]. 'gi ddcfh4 gi dYfa U[bYH'XY
. : Ul . Ž (- '++' %-' -' , ' -' -

D'YUgY'YbhYf'mci f'Ub'Ua Y'UbX'hY'c'fXYf'Bi a VYf'h'Uhmci 'k ci 'X']Y'hc'W]bW''

5ZhYf'mci 'Uj Y'gi W]ggZ 'm'W]bW''YX'mci f'cfXYf'ž'd'YUgY'gYbX'hY'dfcXi W]g'VUW'hc'hY'Zc`ck]b[
UXXfYgg.

K YVWUZh; a V<
⇒bXi ghf]YdUf_&\$&
+, &((; c'ha UX]b[Yb
. ; Yfa Ubm

D'YUgY'i gY'ci f'cf][]b'U'd'UW_]b['a UHf]U'hc'fYh fb'a U[bYhg"⇒Z'h]g']g' bch'dcgg]V'Yž'd'YUgY'Ybg' fY'h'Uh
mci 'd'UW' hY'a U[bYhg'gYW'fY'm]b'U'gh'fcb['Wb'hU]bYf'h'Uh]g'Uh'Y'Ugh'Ug'Uf[Y'Ug'hY'cf][]b'U' "D'UW
hY'a U[bYhg']b'hY'a]XX'Y'cZ'hY'd'UW_]b['a UHf]U'ž'Ug'Z'f'Ug'dcgg]V'Y'Z'ca 'hY'g]XYg'cZ'hY'Vcl "

⇒b'hY'W]gY'cZ'U'j U]X'W]bW''Uh]cbž'hY'W'ghca Yf']g'fYgdcbg]V'Y'Zcf'hY'W'gh'cZ'fYh fb]b['hY'
a YfW'UbX]gY'UbX'hY'j YbXcf']g'fYgdcbg]V'Y'Zcf'fYž' bX]b['hY'di fW'UgY'df]W''Mti 'k]'fYW'j] Y'U
fYž' bX'Už'Yf'k Y'Uj Y'fYW'j] YX'hY'fYh fb'YX'dfcXi W]g"⇒Z'hY'W'ghca Yf'fYh fbg'cb'mid'Uf'h'cZ'hY'
a YfW'UbX]gY'cf'fYh fbg'hY'a YfW'UbX]gY']b'U'k c'fgYb'YX'Wb'X]h]cbž'\Y#g\Y']g'fYgdcbg]V'Y'Zcf'Z' ž'
d'Uma Ybh'⇒h]g'UW]V'd'UW'Y'h'Uhmci 'YI'Ua]bY'hY'a YfW'UbX]gY']b'U'k Um'h'Uhmci 'Wti 'X'YI'Ua]bY'h]b'U
g\cd" 'A YfW'UbX]gY'a Um'VY'fYh fb'YX'cb'm]Z'h\Ug'bch'VYYb'i gYX'UbX'bch]b['Ug'c'W]ffYX'k \]W
Wti 'X'fYXi W']hg'j U'i Y"K \Yb'fYh fb]b[]h'Ya gž'd'YUgY'VY'gi fY'hc']bW'XY'mci f'VU'U'XYH]g"⇒Znci 'UFY
fYh fb]b[]h'Ya g'k \]W' \Uj Y'U'j U'i Y'cZ'9! F' ('\$'cf'Ygg'UbX'k Yf'XY'j] YfYX']b'Ub'UW]V'd'UW'Y'Wb'X]h]cbž'
mci 'UFY'fYgdcbg]V'Y'Zcf'hY'g\]dd]b['W'ghg'"C'h'Yfk]gYž'k Y'k]'fY]a Vi fgY'hY'g\]dd]b['W'ghg'cZ'mci f'
fYh fb'YX']h'Ya f]g'

§ 11 Liability

K YVWUZh; a V< 'hU_Yg'bc'fYgdcbg]V']m]Zcf'X'Ua U[Y'UbX']b'f']Yg'W]i gYX'Vm]a d'fcdYf'cf'W]fY'Ygg'i gY
cZ']hg'a U[bYhg' "6m'Wta d'Yh]b['mci f'di fW'UgY'cZ'ci f'a U[bYhgž'mci 'UFY'Wb'Z]fa]b['h'Uhmci 'Uj Y'fYUX
UbX'i bXYfgh'UbX'hY'Zc`ck]b['k Ufb]b[g' O'hd. ##k k k "gi dYfa U[bYH'XY#gUZ'Ym'd\ dQ' 9UW'g\]da Ybh
k]'Wb'hU]b'U'k Ufb]b['g\Y'h'h'U'h'Wb'hU]bg'hY'g'Ua Y']bZ'ca Uh]cb"

§ 12 Data Retention

⇒b'UW'fX'UbW'k]h'Y'&, 'cZ'hY': YXYfU'@Uk 'Zcf'8'UHU'DfchY'W]cb'f'68G; E'k Y'a i gh]bZ'ca 'mci 'h'Uhž']b
hY'Wb'hY' h'cZ'hY'Wb'Xi W'h'cZ'hY'f'UbgUW]cbž'bYW'gg'Ufm'X'UHU'UFY'dfc'W]ggYX'UbX'gh'cfYX'V'mia Y'Ubg'cZ
Ub'98D'gmghYa]b'UW'fX'UbW'k]h'Y' ' 'f'68G; E'"DYfgcb'U'X'UHU'k]'ž'cZ'Wti fgYž'VY'\UbX'YX
Wb'Z]XYbh]U'm'Ci f'gYfj]W' d'Uf'h'Yfgž'k \c'b'YX'hY'f'Ubg'a]gg]cb'cZ'X'UHU'Zcf'cfXYf'\UbX']b[ž'UFY
YI Wm'XYX"

⇒Znci 'UFY'd'Ung]b['k]h'U'W]YX]h'W]fXž'mci f'dYfgcb'U']bZ'ca Uh]cb'k]'VY'gYbh'X]fYW'm'UbX'gYW'fY'm'hc
GUZYfd'Um' h'Y'm\UbX'Y'hY'd'Uma Ybh'UbX'dfc'W]gg'hY'f'UbgUW]cb'"GUZYfd'Um[i Uf'Ub'hY'g'h'U'h'Y'X'UHU
k]'VY'i gYX'cb'm'Zcf'Wta d'Yh]cb'cZ'h]g'di fW'UgY'"K YVWUZh; a V< 'k]'bch'fYW'j] Y'Ubm]bZ'ca Uh]cb
UVci h'mci f'W]fX"

8i f]b['hY'cfXYf'dfc'W]ggž'gYgg]cb'W'c_]Yg'k]'VY'i gYX'"CbW'mci 'W'cgY'mci f'V'fck gYfž'h'Ymk]'VY
YfUgYX"

§ 13 Final Clause

: fYbWk "Uk g'k]" VY Udd]YX'k]h' h\Y'YI W g]cb'cZ h\Y'I B'7cbj Ybh]cb'cb'7cbhfUWg Zcf'h\Y
=bhYfbUh]cbU'GU'Y'cZ; ccXg'fr7=G; "L"

=Z h\Y'W ghca Yf']g'U'a YfVX UbX]gYfz'; chta UX]b[Yb']g'h\Y'gc'Y'Y[U'j Ybi Y'Zcf'U'WU]a g']b'WbbYVW]cb
k]h' h\Y'Vi g]bYgg'fY'Uh]cbg\]d"

=Z nci "\Uj Y'Ubmei Ygh]cbgz'd'YUgY'ZY'ZFY'hc'WbbhUW'i g"

gi dYfa U[bYhY"XY'! 'A Uth\]Ug'5W_Yfa Ubb'UbX'FYhc'<Ym[Y'

K YVWUZh; a V<

=bXi ghf]YdUf_'&\$&

+, &((; chta UX]b[Yb

; Yfa Ubm

9! a U]'. gi ddcfh4 gi dYfa U[bYhY"XY

D\cbY. Ž (- '++' %- ' - ; ' - '&

: Ul . Ž (- '++' %- ' - ; ' - '-