

## **General Terms and Conditions for Return Delivery of Spare Parts Kärcher Municipal GmbH**

As of: January 2021

### **§ Scope:**

The following terms and conditions of Kärcher Municipal GmbH (hereinafter: "Kärcher Municipal ") shall apply to return deliveries of spare parts, accessories, and other small parts (hereinafter: "Return-Delivery Terms") that customers previously purchased from Kärcher Municipal. Customers within the meaning of these Return-Delivery Terms shall be those customers who previously purchased the spare parts, accessories, or other small parts in question from Kärcher Municipal directly in connection with pursuing their trade. These terms explicitly shall not apply to any returns of vehicles or to the return of defective parts under the service warranty. The Return-Delivery Terms shall apply exclusively in the relationship with our customers. Application of any general terms and conditions of the customer is explicitly refused.

### **§ 2 Return process:**

The following shall apply to any returns in the absence of any deviating agreement in Kärcher Municipal general sale and delivery terms:

- (1) The customer shall examine any goods received for defects and shall report any defects without undue delay. § 377 of the German Commercial Code (Handelsgesetzbuch; HGB) shall apply in this respect. Any later complaints cannot be accepted. The customer is also obligated:
  - to document, photograph, and report any wrong or defective deliveries to the email address [ersatzteile@municipal.kaercher.com](mailto:ersatzteile@municipal.kaercher.com) without undue delay
  - to report any transport damage to the carrier directly, to document it with a photograph, and to also report it to the email address [ersatzteile@municipal.kaercher.com](mailto:ersatzteile@municipal.kaercher.com). If the carrier refuses to confirm transport damage, the customer must refuse acceptance. If a complaint to the carrier cannot be made and refusal of acceptance is also impossible, the customer shall be obligated to document the transport damage (incl. photograph) and inform Kärcher Municipal by email to [ersatzteile@municipal.kaercher.com](mailto:ersatzteile@municipal.kaercher.com) without undue delay.

- (2) **Defective goods** must be documented for the purpose of processing any warranty claims and submitted to the quality assurance department of Kärcher Municipal GmbH, Mahdenstr. 8, D-72768 Reutlingen without undue delay. They must also be reported to the email address [ersatzteile@municipal.kaercher.com](mailto:ersatzteile@municipal.kaercher.com). Customers with access to the Kärcher Municipal extranet shall complete the warranty form directly via the Kärcher Municipal extranet.
- (3) **The following shall apply to the return of non-defective goods:**
- Reversal of a contract, and the return of goods that are not defective as a result of this, shall be at **Kärcher Municipal discretion** and may be refused without stating reasons. Return of goods that are not defective is, therefore, only permitted upon Kärcher Municipal **prior approval**.
  - A corresponding request must be submitted using the **returns form** the Kärcher Municipal website at [www.karcher-Municipal.com/de/kontakt](http://www.karcher-Municipal.com/de/kontakt) or by requesting a **returns form** directly by email from [retoure@municipal.kaercher.com](mailto:retoure@municipal.kaercher.com) **within 14 days of receipt of the goods**. Customers with access to the Kärcher Municipal extranet shall complete the returns form directly via the Kärcher Municipal extranet.
  - This request can only be processed by Kärcher Municipal if it is completed in full.
  - Following review by Kärcher Municipal GmbH, the customer will receive the return slip by email, including all information required for the return and the expected handling costs.
  - The **return must** be made **within 14 days of receipt of** the approval issued by Kärcher Municipal, stating the return number assigned by Kärcher Municipal and enclosing the necessary documents (return slip). The return must be sent exclusively to the address on the return slip, i.e.: Simon Hegele Gesellschaft für Logistik und Service mbH, An der Tagweide 23, 76139 Karlsruhe.
  - The goods must be **properly packed**. The customer shall be liable for any damage caused by improper packaging. The customer shall bear the risk for any return shipments.
- (4) A handling fee (for e.g. quality control, return to storage, repackaging) of at least EUR 8.00 net per returned quantity unit shall be charged. If any additional costs considerably exceeding EUR 8.00 net per unit are incurred by quality control, return to storage, or repackaging, the actual costs shall be charged to the customer. However, the respective handling fees shall be limited to the net total amount of the returned goods.

- (5) **Kärcher Municipal reserves the right to inspect the goods received. Goods that are excluded from return in accordance with § 3 or in particular goods returned without any previously submitted and approved request shall be returned to the customer at the customer's expense and risk.**
- (6) Following receipt and inspection of the goods, Kärcher Municipal shall refund the purchase price (less handling charges actually incurred) to the customer, provided that the return was approved and the returned goods comply with the conditions set out here. Kärcher Municipal shall use the same means of payment for the refund that the customer used for payment.

### **§ 3 Exclusion of the return of non-defective goods**

- (1) Returns shall be excluded in the following cases:
- Contaminated goods that are no longer sellable.
  - Damaged goods, except in cases of warranty.
  - Bespoke goods
  - Goods that were already installed and that show signs of installation and/or that were put into operation.
  - Electronic items no longer in their original unopened packaging.
  - Items where the original packaging was opened and/or that are incomplete.
  - Goods with a list price unit value of less than EUR 30 (except in cases of wrong deliveries).
  - Goods that cannot be clearly identified by the retrieval label.
- (2) Goods delivered to us contrary to this section shall be returned to the customer at their expense. No credit note will be issued for them.

### **§ 4 Miscellaneous**

- (1) Kärcher Municipal reserves the right to make changes and amendments to these Return-Delivery Terms.
- (2) The place of performance and the exclusive place of jurisdiction for any disputes arising between the parties from the contractual relationship shall be Reutlingen if the customer is a merchant, legal entity under public law, or public-law special fund, or if the customer has no general place of jurisdiction in the Federal Republic of Germany or transfers their place of jurisdiction abroad. As an exception to this, we shall also have the right to assert claims against the customer at their general place of jurisdiction. A merchant shall be any entrepreneur registered in the commercial register or running a commercial business and requiring a commercially equipped business operation. A customer has their general place of jurisdiction abroad if their registered place of business is abroad.

- (3) Personal data shall be processed within the scope of the relevant legal regulations and Kärcher Municipal data protection provisions, which are available at <https://www.KärcherMunicipal.com/de/datenschutz>.
- (4) If any provision in these Return-Delivery Terms is or becomes invalid, this shall not affect the validity of any other provisions or agreements.
- (5) The contractual and any other legal relationships with our customers shall be subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods.