

General Terms and Conditions

§ 1 General – Scope

- (1) The terms and conditions of Mohr Models apply exclusively; we do not recognize any conflicting or deviating conditions unless we expressly agree to them in writing.
- (2) All agreements between Mohr Models and the customer related to this contract are outlined in writing.
- (3) The contract language is German.
- (4) These terms apply only to entrepreneurs as defined by § 310(1) BGB.
- (5) Our terms also apply to future transactions with the customer.

§ 2 Offers – Documentation

- (1) Our offers are non-binding.
- (2) If an order qualifies as an offer under § 145 BGB, Mohr Models may accept it within two weeks.
- (3) All intellectual property rights in illustrations, drawings, and documents are reserved, especially for confidential documents. They may not be shared without our consent.

§ 3 Prices – Payment Terms

- (1) Unless otherwise specified, prices are "ex works" and exclude packaging, which is invoiced separately. Price adjustments are permitted for cost fluctuations post-contract, with proof provided upon request.
- (2) Prices do not include VAT, which is shown separately.
- (3) Discounts require a separate written agreement.
- (4) Unless otherwise stated, the net purchase price is payable within 14 days.
- (5) The customer may only offset claims if they are legally confirmed or undisputed.

§ 4 Delivery Time

- (1) Delivery times depend on technical clarification and confirmed payment.
- (2) Without confirmed payment, production and delivery are delayed.
- (3) Our delivery obligation depends on the customer's timely cooperation.
- (4) We are entitled to compensation for damages arising from customer delays.
- (5) Risk transfers to the customer upon default in acceptance or performance.
- (6) Legal remedies for delay, including compensation, remain unaffected.

§ 5 Transfer of Risk – Packaging Costs

- (1) Unless otherwise agreed, delivery is "ex works."
- (2) Packaging return policies are subject to separate agreements.
- (3) The customer bears transport insurance costs upon request.
- (4) Additional delivery or packaging costs, such as express delivery, are also borne by the customer.

§ 6 Liability for Defects

- (1) The customer must fulfill their obligations under § 377 HGB for any defect claims.
- (2) Minor color deviations are not considered defects.
- (3) Custom-made "E-Shop Models" may vary slightly and are not considered defective.
- (4) Mohr Models may choose to remedy defects or replace the product. Costs are limited to the purchase price.
- (5) If remedying fails, the customer may demand a refund or reduction.
- (6) Mohr Models is liable for damages caused by intent or gross negligence, limited to foreseeable damages unless otherwise stated.
- (7) The limitation period for defect claims is 12 months.

§ 7 Total Liability

- (1) Further damage claims beyond those outlined in § 6 are excluded. This includes damages arising from negligence or pre-contractual obligations.
- (2) These limitations also apply to the liability of employees or representatives.

§ 8 Retention of Title

- (1) Mohr Models retains ownership of goods until all claims, including future orders, are settled.
- (2) The customer is required to handle the goods with care and insure them against risks.
- (3) The customer must notify Mohr Models of any third-party claims.
- (4) The customer may resell goods in the regular course of business but assigns the resale claims to Mohr Models.
- (5) Processing or transforming goods is considered done on behalf of Mohr Models, and Mohr Models retains co-ownership if goods are combined with others.
- (6) "E-Shop Models" are patent-protected products; alterations or renting require consent from the patent holder.

§ 9 Jurisdiction – Place of Performance

- (1) The place of jurisdiction is Dresden.
- (2) German law applies.
- (3) The place of performance is Dresden unless otherwise agreed.

§ 10 Miscellaneous

- (1) Should any clause of these terms be invalid, the rest remain effective. The invalid provision will be replaced by one that closely mirrors the intent of the original.