

General terms and conditions of the online shop of maxon motor gmbh for consumers

(The general terms and conditions for business customers can be found further down in the document.)

These General Terms and Conditions govern the contractual relationship between

maxon motor gmbh
Truderinger Str. 210
81825 Munich, Germany

Tel.: + 49 89 42 04 93 -0
Email: shop.de@maxongroup.com

Commercial Register No.: AG München HRB 61236
VAT ID No.: DE 129410762

(hereinafter referred to as "maxon motor") and consumers within the meaning of Section 13 of the German Civil Code (hereinafter referred to as "Customer").

1. Content of the General Terms and Conditions

The subject matter of these General Terms and Conditions is the regulation of all purchase contracts concluded between the customer and maxon motor via the online shop. Unless otherwise agreed, the General Terms and Conditions in effect at the time of the customer's order, or at least in the most recently communicated version to the customer, shall also apply as a framework agreement to similar future contracts, without maxon motor having to refer to them in each individual case. Amendments will be announced in the same manner as these General Terms and Conditions are communicated. The General Terms and Conditions valid at the time of conclusion of the contract shall apply in each case.

The customer is advised to read these General Terms and Conditions before placing an order and to print them out or download and save them as a PDF document.

Provisions of the customer that conflict with or deviate from these terms and conditions shall not become part of the contract unless maxon motor expressly agrees to them in writing. This requirement for consent applies in all cases, for example, even if maxon motor, being aware of the customer's general terms and conditions, performs delivery to the customer without reservation.

Individually negotiated, specific agreements with the customer (including side agreements, supplements, and amendments) shall in all cases take precedence over these General Terms and Conditions.

References to the applicability of statutory provisions are of clarifying significance only. Even without such clarification, statutory provisions shall apply unless they are directly amended or expressly excluded in these General Terms and Conditions.

2. User Account

If the customer wishes to conclude purchase contracts with maxon motor via the online shop, they must register and create a 'my maxon' user account. The customer is obligated to provide accurate personal information, to keep their access data confidential, and not to disclose it to any third party. maxon motor reserves the right to delete a user account or block access to it at any time and without stating reasons.

The customer is obligated to contact and inform maxon motor immediately if they have reason to believe that their user account is being or has been misused by third parties. The customer is fundamentally responsible for all orders or contract conclusions made using their user account. This responsibility does not apply if the customer proves that they informed maxon motor without delay and did not violate any duties of care regarding the handling of their user account.

maxon motor stores the order data and, in the context of the order confirmation, also sends the user an overview of the order by email. The customer can also view the order data in the 'my maxon' user account.

3. Contractual Parties and Sales Territory

maxon motor concludes purchase contracts via the online shop only with customers who are of legal age and have legal capacity. By submitting their order, the customer declares that they are of legal age and entitled to conclude the contract with maxon motor.

Should maxon motor, either by mistake or due to incorrect information provided by the customer, enter into a contract with a customer who is not legally competent to act or conduct business, or who resides or is located outside the sales territory of maxon motor, maxon motor reserves the right to withdraw from the contract.

4. Conclusion of Contract

All information regarding products available on the online shop, such as technical data, images, dimensions, or information about areas of application and specifications, etc., is non-binding and may change at any time, unless expressly designated as binding.

The information provided in the online shop constitutes a non-binding invitation to submit offers (invitatio ad offerendum). The customer selects the goods to be ordered from the range of products and adds them to the shopping cart. The customer may modify the contents

of the shopping cart or completely or partially empty it at any time before submitting the order. By clicking the 'Order with obligation to pay' button, the customer orders the goods contained in the shopping cart and thereby submits a binding offer to conclude a contract with maxon motor. At the same time, the customer acknowledges these General Terms and Conditions.

maxon motor confirms receipt of the order by means of an automatic email. However, this confirmation of receipt does not yet constitute a binding acceptance of the offer by maxon motor.

The contract is only concluded upon the dispatch of an order confirmation, a shipping confirmation, or through the delivery of the products.

5. Instruction on the Right of Withdrawal

As a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to their commercial or self-employed professional activity), the customer is entitled to a right of withdrawal in accordance with statutory provisions. If the customer, as a consumer, exercises their right of withdrawal pursuant to Section 5, the customer shall bear the regular costs of returning the goods. Otherwise, the conditions for the right of withdrawal apply as specifically outlined in the following

-Right of Withdrawal Information-

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without providing any reasons.

The withdrawal period is fourteen days from the day on which you, or a third party nominated by you, who is not the carrier, take possession of the goods.

To exercise your right of withdrawal, you must inform us [maxon motor gmbh, Truderinger Strasse 210, 81825 Munich, Fax: +49 89 42 04 93-40, shop.de@maxongroup.com] of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, fax, or e-mail). You may use the attached sample withdrawal form for this purpose, although it is not mandatory. If you make use of this option, we will promptly (e.g. by e-mail) provide you with confirmation of receipt of such a withdrawal.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you revoke this contract, we are obliged to reimburse all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a different type of delivery than the least expensive standard delivery offered by us), without delay and at the latest within fourteen days from the day on which the notification of your revocation of this contract has been received by us. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this reimbursement. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us without undue delay and in any event no later than fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods if this diminished value is due to handling of the goods not necessary for examining their condition, properties, and functioning.

-End of cancellation policy-

The right of withdrawal does not apply to distance contracts

- for the supply of goods which are made to the consumer's specifications or are clearly tailored to personal needs, or which, due to their nature, are not suitable for return, may quickly perish, or may have passed their expiration date,

- for the delivery of audio or video recordings or software, provided that you have unsealed the delivered data carriers.

6. Delivery Times and Shipping

The availability of the product is indicated in the online shop—if such information is available. Products marked as available in the online shop and not requiring configuration or combination with other components will be shipped by maxon motor—subject to acceptance of the order by maxon motor—within 24 hours from the main warehouse (Sachseln) upon receipt of the order, or in the case of advance payments, within 24 hours of payment receipt.

maxon motor assumes no liability for delivery delays that are the responsibility of the customer or our logistics partners, or are caused by force majeure. If delivery is delayed by more than 30 days after conclusion of the contract, the customer is entitled to withdraw from the contract. The customer can notify maxon motor of the withdrawal from the contract by letter, fax, or email to customer service (see section 10 below).

maxon motor reserves the right to withdraw from the contract in the event that the ordered goods become unavailable after order confirmation. In this case, the customer will be informed immediately about the unavailability of the ordered goods. Any payments already made by the customer at that time will be refunded without delay.

The commencement of delivery delays by maxon motor is determined in accordance with statutory provisions.

If the customer is in default of acceptance or otherwise breaches cooperation obligations, maxon motor is entitled to charge the customer for any resulting damages, including any additional expenses incurred.

Delivery is made from stock, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods will be shipped to a different destination (sale by dispatch). Unless otherwise agreed, maxon motor is entitled to determine the type of shipment itself (in particular, the transport company, shipping route, and packaging).

7. Prices and Shipping Costs

The price is determined based on the time of order placement.

Unless otherwise agreed in an individual case, the prices of maxon motor applicable at the time the contract is concluded shall apply, ex-stock, including statutory value added tax currently at 19.00 percent.

In the case of a sale by dispatch, the customer bears the transport costs from stock and the costs of any transport insurance desired by the customer. Any customs duties, fees, taxes, and other public charges shall be borne by the customer. maxon motor does not take back transport and all other packaging as per the Packaging Ordinance; they become the property of the customer, with the exception of pallets. In the case of partial deliveries, shipping costs are charged only once, unless the partial delivery is made at the express request of the customer. In this case, the customer must bear the shipping costs for each partial delivery.

8. Payment

Orders placed in the online shop may be paid by credit card, PayPal, advance payment, or for orders with a value under €2,000.00, also by invoice. However, maxon motor is entitled at any time, even in the context of an ongoing business relationship, to make a delivery wholly or partially only against advance payment. maxon motor will announce the corresponding reservation at the latest with the order confirmation.

The purchase price is due for payment immediately upon receipt of the invoice and the offer of delivery of goods. Payment terms specified on invoices do not defer the due date. Upon expiration of the payment deadline stated on invoices, the customer is considered to be in default. During the period of default, the purchase price shall bear interest at the applicable statutory default interest rate. maxon motor reserves the right to claim further damages caused by default.

The customer shall have rights of set-off or retention only insofar as their claim has been legally established or is undisputed. In cases of defects in the delivery, the customer's counterclaims in accordance with these General Terms and Conditions remain unaffected.

If, after conclusion of the contract, it becomes apparent that maxon motor's claim to the purchase price is endangered by the customer's lack of ability to perform (e.g., due to significant deterioration of financial circumstances, application for the opening of insolvency proceedings), maxon motor is entitled under statutory provisions to refuse performance and – if applicable after setting a deadline – to withdraw from the contract (§ 321 German Civil Code). In contracts for the manufacture of non-fungible goods (custom-made items), maxon motor may declare withdrawal immediately; the statutory provisions concerning the dispensability of setting a deadline remain unaffected.

Credit card and PayPal payments are processed by Datatrans AG, Stadelhoferstrasse 33, 8001 Zurich (www.datatrans.ch) using a secure encrypted connection (SSL). The information provided by the customer during the order process will be transmitted to Datatrans AG via an encrypted connection (SSL).

The bank account information for advance payments is provided in the order receipt or order confirmation. As soon as payment is received by maxon motor, the goods will be delivered within the delivery periods set forth in Section 6 above.

9. Retention of Title

The delivered goods remain the property of maxon motor until full payment of the purchase price has been made.

10. Customer Service

For all questions related to our offer and our online shop, maxon motor is available to the customer at the following address:

maxon motor gmbh
Truderinger Str. 210
81825 Munich
Germany

Tel.: +49 89 42 04 93 -0
eMail: shop.de@maxongroup.com

11. Warranty

maxon motor is liable for material or legal defects of delivered items in accordance with the applicable statutory provisions, in particular §§ 434 et seq. of the German Civil Code (BGB). The statutory limitation period for claims due to defects is two years and begins with the delivery of the goods.

Any seller warranties provided by maxon motor for certain items or manufacturer warranties granted by manufacturers of certain items are in addition to claims for material or legal defects as described in paragraph 1. Details regarding the scope of such warranties are specified in the warranty conditions, which may be enclosed with the items.

The customer must allow maxon motor the necessary time and opportunity required for the subsequent performance owed, in particular by handing over the complained goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to maxon motor in accordance with statutory regulations.

The expenses required for the purposes of inspection and subsequent performance, in particular transport, travel, labor, and material costs, shall be borne by maxon motor if a defect actually exists. However, if a customer's request to remedy a defect is found to be unjustified, maxon motor may demand reimbursement of the resulting costs from the customer if the customer knew, or negligently failed to realize, that there was no defect in the purchased item but that the cause lay within the customer's own responsibility.

The customer's claims for damages or reimbursement of futile expenses exist only in accordance with Section 12 and are otherwise excluded.

12. Liability

maxon motor is liable for damages – regardless of the legal basis – in cases of intent and gross negligence. In cases of simple negligence, maxon motor shall be liable, subject to a lesser standard of liability according to statutory provisions (e.g., for the care typically exercised in one's own affairs), only for damages resulting from a non-negligible breach of an essential contractual obligation (an obligation whose fulfillment is essential to the proper execution of the contract and on whose observance the contractual partner regularly relies and may rely); in this case, however, maxon motor's liability is limited to compensation for the foreseeable, typically occurring damage.

The liability limitations arising from Section 12 also apply in the event of breaches of duty by or in favor of persons for whose misconduct maxon motor is legally responsible.

These exclusions and limitations of liability do not apply in cases of express assurance of properties, fraudulent concealment of a defect, or the assumption of guarantees by maxon motor. They also do not apply to damages arising from injury to life, body, or health, or in cases of mandatory statutory provisions, in particular product liability.

The customer may only withdraw from or terminate the contract due to a breach of duty not constituting a defect if maxon motor is responsible for the breach of duty. A free right of termination by the customer (in particular pursuant to Sections 651, 649 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

13. Data Protection

The data collected in the online shop is processed by maxon motor in accordance with the privacy policy. maxon motor assures that, when collecting, processing, and using personal data, it complies with the relevant legal provisions. Detailed information on data protection can be found in the privacy policy, which forms an integral part of these General Terms and Conditions.

14. Copyrights

maxon motor holds the copyright to all images, films, and texts published in its catalog. Any use of these images, films, or texts is not permitted without the express consent of maxon motor.

15. Export Control

The contracting parties undertake to comply with all applicable sanctions, embargoes, and export control regulations (hereinafter collectively referred to as "Export Control Laws") in connection with concluded purchase contracts. These include all applicable regulations (including future amendments) that sanction, prohibit, or restrict certain activities, including but not limited to:

- (i) the sale, import, export, re-export, provision, transfer, or transshipment of goods, services, technology (including know-how), or software (hereinafter collectively referred to as "Goods");
- (ii) the financing or investment in direct or indirect transactions or business dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or organizations; as well as
- (iii) all other regulations issued, maintained, or enforced by a sanctions authority before or after conclusion of the contract.

Each contracting party warrants that, to the best of its knowledge and belief at the time of contract conclusion, neither it nor the persons acting on its behalf are sanctioned. Each contracting party shall promptly notify the other contracting party if it becomes a Sanctioned Person. "Sanctioned Person" refers to any natural or legal person who is listed on a list adopted in accordance with applicable export control laws (including EU and US lists), whose assets are frozen, or who is subject to other restrictions. Any legal entity that is directly or indirectly controlled by a Sanctioned Person shall also be deemed a Sanctioned Person.

The customer warrants that it will neither directly nor indirectly sell, export, re-export, release, transfer, or otherwise transmit the goods received from maxon motor to (i) Sanctioned Persons or (ii) contracting parties for use or end-use in sanctioned countries, territories, regions, governments, or projects. The customer's obligation also includes not supplying or using goods for any applications related to anti-personnel mines, cluster munitions, nuclear, biological, and chemical weapons, and delivery systems for the transport of such weapons.

If rights and obligations of the customer arising from the contract are transferred to third parties, the customer shall ensure that these third parties also comply with the obligations set forth in Clause 15 and pass them on to additional business partners.

In the event of a breach of any provision of Section 15 by the customer or by a third party, the customer is required to notify maxon motor without delay in written form. Upon request, the customer shall provide maxon motor with information regarding compliance with the obligation under Section 15 within two weeks. A breach by the customer of any provision of Section 15 shall constitute a material contractual violation and entitles maxon motor, in particular, to withdraw from the contract, including all delivery obligations, with immediate effect. Such withdrawal shall not affect any other rights or claims maxon motor may have under law or contract and excludes any liability of maxon motor for claims, losses, or damages of the customer, regardless of their nature or legal basis. In the event of a breach of any provision of Section 15, the customer furthermore undertakes to compensate maxon motor and its group companies for any damages, unless the customer is not responsible for the breach. maxon motor will report breaches to the competent authorities in accordance with applicable export control laws.

Should maxon motor have justified doubts regarding compliance with the provisions of Section 15, maxon motor may refuse delivery to the customer until such doubts are resolved to the satisfaction of maxon motor. Claims by the customer for delay or non-performance due to such doubts are excluded to the extent permitted by law, even after such doubts have been eliminated.

If maxon motor is prevented from making timely delivery due to official application or approval procedures (including all possible legal remedies), the delivery period shall be reasonably extended by the duration of the delay. maxon motor shall not be in default as a result of such delay.

maxon motor may suspend performance of the contract without any liability or terminate the contract in whole or in part, if export control laws subsequently require this, a permit is lacking, or if performance becomes illegal or impossible for maxon motor or maxon motor group companies, or, at the sole discretion of maxon motor, if it could harm the reputation of maxon motor or maxon motor group companies.

16. Applicable Law

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. If the customer has their habitual residence in another country at the time of placing the order, the application of mandatory legal provisions of that country shall remain unaffected by the choice of law stipulated in sentence 1.

17. Arbitration Platform

We are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

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General Terms and Conditions of the maxon motor gmbh Online Shop for Entrepreneurs

These General Terms and Conditions govern the contractual relationship between

maxon motor gmbh
Truderinger Str. 210
81825 Munich
Germany

Tel.: + 49 89 42 04 93 -0
eMail: shop.de@maxongroup.com

Commercial Register No.: AG München HRB 61236
VAT ID No.: DE 129410762

(hereinafter referred to as "maxon motor") and entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), an association, a foundation, a legal entity under public law, or a special fund under public law (hereinafter referred to as "Customer"). When placing an order through our online shop, the Customer must truthfully declare their legal status under the designation "Company" when providing the billing address.

1. Content of the General Terms and Conditions

The content of these General Terms and Conditions regulates all purchase contracts concluded between the customer and maxon motor via the online shop. Unless otherwise agreed, the General Terms and Conditions valid at the time of the customer's order, or at

least the version most recently communicated to the customer, shall also apply as a framework agreement for similar future contracts, without the need for maxon motor to refer to them in each individual case. Amendments will be communicated in the same manner as these General Terms and Conditions are communicated.

Customers are advised to read these General Terms and Conditions before placing their order, and to print them or download and save them as a PDF document.

Contradictory or deviating provisions from the customer's own terms and conditions shall not become part of the contract, unless maxon motor expressly agrees to them in writing. This requirement of consent applies in all cases, including, for example, when maxon motor, being aware of the customer's terms and conditions, performs delivery to the customer without reservation.

On a case-by-case basis, individual agreements made with the customer (including collateral agreements, addenda, and amendments) shall in all cases take precedence over these General Terms and Conditions.

References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, statutory provisions shall apply insofar as they are not directly modified or expressly excluded by these General Terms and Conditions.

2. User Account

If the customer wishes to conclude purchase contracts with maxon motor via the online shop, they must register and create a "my maxon" user account.

The customer is obliged to provide truthful information regarding their personal details and to keep the access data confidential and not make it accessible to third parties. If the customer creates a user account for business customers, he confirms that he is authorized to open a "my maxon" user account on behalf of the business customer. maxon motor reserves the right to delete a user account at any time and without stating reasons or to block access to the user account.

The customer is obligated to contact and inform maxon motor immediately if they have reason to believe that their user account is being or has been misused by third parties. The customer is fundamentally responsible for all orders or contract conclusions made using their user account. This responsibility does not apply if the customer proves that they informed maxon motor without delay and did not violate any duties of care regarding the handling of their user account.

maxon motor stores the order data and, in the context of the order confirmation, also sends the user an overview of the order by email. The customer can also view the order data in the 'my maxon' user account.

3. Contractual Parties and Sales Territory

The customer who places an order on behalf of a business customer declares that he is authorized to place orders in the name of the business customer.

Should maxon motor, either by mistake or due to incorrect information provided by the customer, enter into a contract with a customer who is not legally competent or resides or is located outside maxon motor's sales territory, maxon motor reserves the right to withdraw from the contract.

4. Order Volume

The order volume for individual products via the online shop is limited to a maximum of 49 units per order position per order.

For orders exceeding 49 units, the customer submits an inquiry. maxon motor will subsequently contact the customer.

5. Conclusion of Contract

All information on products available in the online shop, such as technical data, images, size specifications, or information on areas of application and specifications, etc., is non-binding and may be changed at any time, unless it is expressly designated as binding.

The information provided in the online shop constitutes a non-binding invitation to submit an offer. The customer selects the goods to be ordered and adds them to the shopping cart. Until the order is submitted, the customer has the opportunity to modify the contents of the shopping cart or to empty it in whole or in part. By clicking the "Order with obligation to pay" button, the customer orders the goods contained in the shopping cart and thereby submits a binding offer to maxon motor to conclude a contract. At the same time, the customer acknowledges these present General Terms and Conditions.

There is no right to withdraw the order, as the statutory consumer protection provisions do not apply to our contractual relationships with customers covered by these General Terms and Conditions.

maxon motor confirms receipt of the order by means of an automatic email. However, this confirmation of receipt does not yet constitute a binding acceptance of the offer by maxon motor. The contract is concluded only upon delivery of an order confirmation, a shipping confirmation, or the dispatch of the products.

6. Delivery Times and Shipping

The availability of the product is indicated in the online shop—provided such information is available. Products that are listed as available in the online shop and are not configured or combined with other components will be dispatched by maxon motor—subject to acceptance of the order by maxon motor—within 24 hours from the main warehouse (Sachseln) upon receipt of the order, or in the case of advance payment, within 24 hours after receipt of payment.

maxon motor accepts no liability for delivery delays that are the responsibility of the customer or our logistics partners, or that are caused by cases of force majeure. If delivery is delayed by more than 30 days after conclusion of the contract, the customer is entitled to withdraw from the contract. The customer may notify maxon motor of the contract withdrawal by letter, fax, or e-mail to customer service (see Section 10 below).

maxon motor reserves the right to withdraw from the contract in the event that the ordered goods are unavailable after confirmation of the order. In this case, the customer will be promptly informed about the unavailability of the ordered goods. Any payment already made by the customer at that time will be refunded without delay.

The commencement of maxon motor's default in delivery is determined in accordance with statutory provisions. In any case, however, a reminder from the customer is required. If the customer is in default of acceptance or otherwise culpably breaches cooperation obligations, maxon motor is entitled to charge the customer for any resulting damages, including any additional expenses.

Delivery is made ex warehouse, which is also the place of performance for the delivery and any subsequent fulfillment. Upon the customer's request and at the customer's expense, the goods will be shipped to another destination (sale by dispatch). Unless otherwise agreed, maxon motor is entitled to determine the type of shipment (in particular, the transport company, shipping route, packaging) itself.

The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of a sale involving shipment, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass to the customer upon delivery of the goods to the carrier, freight forwarder, or any other person or institution designated to execute the shipment.

7. Prices and Shipping Costs

Unless otherwise agreed in individual cases, the prices of maxon motor current at the time of conclusion of the contract shall apply, ex warehouse, including the statutory value-added tax currently amounting to 19.00 percent.

In the case of a sale involving shipment, the customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes, and other public levies shall be borne by the customer. Transport and all other packaging, in accordance with the Packaging Ordinance, will not be taken back by maxon motor; they become the property of the customer, except for pallets. In the case of partial deliveries, shipping costs are incurred only once, unless the partial delivery is made at the customer's explicit request. In such cases, the customer shall bear the shipping costs for each partial delivery.

Delivery and shipping costs as well as taxes, customs duties, and other charges and levies are determined by the method of delivery and the delivery address.

8. Payment

Orders in the online shop may be paid by credit card, PayPal, prepayment, or for a goods value under €2,000.00, also by invoice. However, maxon motor is entitled at any time—even within the framework of an ongoing business relationship—to make a delivery wholly or partly only against advance payment, credit card, or PayPal. Maxon motor shall declare such a reservation at the latest with the order confirmation.

Invoices must be settled within a payment period of 30 days from the invoice date. After the payment period expires, the customer will automatically be in default without the need for a further reminder.

The purchase price is due for immediate payment upon receipt of the invoice and the offered delivery of goods. Payment periods indicated on invoices do not alter the due date. Upon expiration of the payment period stated on the invoice, the customer will be in default. During default, the purchase price shall accrue interest at the applicable statutory default interest rate. maxon motor reserves the right to claim additional damages resulting from default. For merchants, maxon motor's entitlement to commercial default interest (§ 353 HGB) remains unaffected.

The customer shall be entitled to rights of set-off or retention only to the extent that their claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counterclaims under these General Terms and Conditions remain unaffected.

If, after conclusion of the contract, it becomes apparent that maxon motor's claim to the purchase price is jeopardized by the customer's lack of performance capability (e.g., due to significant deterioration in the customer's financial circumstances, application for the opening of insolvency proceedings), maxon motor is entitled under the statutory provisions to refuse performance and, if applicable—after setting a deadline—to withdraw from the contract (§ 321 BGB). In contracts for the manufacture of non-fungible goods (custom-made items), maxon motor may declare withdrawal immediately; the statutory provisions regarding the dispensability of setting a deadline remain unaffected.

Credit card and PayPal payments are processed by Datatrans AG, Stadelhoferstrasse 33, 8001 Zurich (www.datatrans.ch) using a secure encrypted connection (SSL). The information provided by the customer during the order process will be transmitted to Datatrans AG via an encrypted connection (SSL).

The account details for advance payments can be found in the order confirmation or order acceptance. As soon as payment is received by maxon motor, the goods will be delivered within the delivery periods specified in Section 6 above.

9. Retention of Title

The delivered goods (retained goods) remain the property of maxon motor until all claims that maxon motor currently has or will have against the customer in the future—including all balance claims from a current account—are satisfied. Should the customer act in breach of contract—particularly in the case of payment default of a remuneration claim—maxon motor has the right to reclaim the retained goods, after granting the customer a reasonable deadline for performance. The customer shall bear the transportation costs incurred in connection with the repossession. If maxon motor repossesses the retained goods, this constitutes a withdrawal from the contract. If maxon motor seizes the retained goods, this also constitutes a withdrawal from the contract. maxon motor is entitled to realize the value of the repossessed retained goods. The proceeds from such realization will be set off against the amounts owed by the customer to maxon motor, after deduction by maxon motor of a reasonable amount for the costs of realization.

The customer is required to handle the retained goods with due care. The customer must insure them, at their own expense and for their replacement value, sufficiently against fire, water, and theft damage. Should maintenance and inspection work become necessary, the customer must carry this out in a timely manner and at their own expense.

The customer is permitted to use the reserved goods and resell them in the ordinary course of business as long as they are not in default of payment. However, the customer is not allowed to pledge the reserved goods or assign them as security. The customer's claims for payment against their buyers arising from the resale of the reserved goods, as well as any claims related to the reserved goods that arise from other legal grounds against their buyers or third parties (in particular claims arising from tortious acts and claims for insurance benefits), including all balance claims from current accounts, are hereby, for security purposes, fully assigned by the customer to maxon motor. Maxon motor accepts this assignment. The customer is authorized to collect the claims assigned to maxon motor in their own name and on their own account for maxon motor, as long as maxon motor has not revoked this authorization. Maxon motor's right to collect these claims itself remains unaffected; however, maxon motor will not assert these claims itself and will not revoke the collection authorization as long as the customer duly fulfills their payment obligations. Should the customer act in breach of contract—particularly if they fall into default with a payment claim—maxon motor may require the customer to disclose to maxon motor the assigned claims and the respective debtors, to notify the respective debtors of the assignment, and to provide maxon motor with all documents and information necessary for maxon motor to assert the claims.

Any processing or transformation of the goods subject to retention of title by the customer shall always be carried out for maxon motor. If the goods subject to retention of title are processed together with other items not owned by maxon motor, maxon motor shall acquire co-ownership in the new item in proportion to the value of the goods subject to retention of title (final invoice amount including the applicable value-added tax) to the other processed items at the time of processing. Apart from that, the same applies to the newly created item resulting from processing as to the goods subject to retention of title. If the goods subject to retention of title are inseparably combined or mixed with items not owned by maxon motor, maxon motor shall acquire co-ownership in the new item in proportion to the value of the goods subject to retention of title (final invoice amount including the applicable value-added tax) to the value of the other items combined or mixed at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the customer's item is to be regarded as the principal item, the customer and maxon motor hereby agree that the customer shall transfer proportional co-ownership in this item to maxon motor. Maxon motor accepts this transfer. The customer shall hold the resulting sole ownership or co-ownership of an item in custody for maxon motor.

In the event of garnishments of the goods subject to retention of title by third parties or other interventions by third parties, the customer must indicate maxon motor's ownership and must notify maxon motor in text form without delay so that maxon motor can enforce its ownership rights. Insofar as the third party is unable to reimburse maxon motor for the judicial or extrajudicial costs incurred in this context, the customer shall be liable for such costs.

If the realizable value of the securities exceeds maxon motor's claims by more than 10%, maxon motor shall, upon the customer's request, release securities at maxon motor's discretion.

10. Customer Service

For all questions related to our offer and our online shop, maxon motor is available to the customer at the following address:

maxon motor gmbh
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11. Warranty

Deviating from § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material and legal defects is one year from delivery. If acceptance has been agreed upon, the limitation period begins with the acceptance.

The shortening of the limitation period does not apply to the assumption of a guarantee, the assurance of a characteristic, or the fraudulent concealment of defects by maxon motor, nor for damages resulting from injury to life, body, or health, as well as in cases of mandatory statutory regulations, such as claims for the return of property by third parties (§ 438 para. 1 no. 1 BGB), or for recourse claims in the supply chain when the final delivery is made to a consumer (§ 479 BGB). The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the customer that are based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation in an individual case. The limitation periods under the Product Liability Act remain unaffected in any case. Otherwise, only the statutory limitation periods shall apply to the customer's claims for damages.

12. Customer Rights in Case of Defects

With regard to the rights of the customer in the event of material and legal defects (including incorrect and short deliveries, as well as improper assembly or defective assembly instructions), the statutory provisions apply unless otherwise specified below. In all cases, the statutory special regulations regarding final delivery of the goods to a consumer (recourse against suppliers pursuant to §§ 478, 479 BGB) remain unaffected.

The basis of maxon motor's liability for defects is primarily the agreement regarding the quality of the goods. All product descriptions that form part of the individual contract are considered agreements regarding the quality of the goods. It is irrelevant whether the product description originates from the customer, the manufacturer, or maxon motor. If no agreement has been made regarding the quality, it must be assessed in accordance with statutory regulations whether a defect exists or not (§ 434 para. 1 sentences 2 and 3 BGB). However, maxon motor accepts no liability for public statements made by the manufacturer or other third parties (e.g., advertising statements).

The customer's claims for defects require that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). If, during inspection or later, a defect becomes apparent, maxon motor must be notified thereof immediately in text form. Notification is considered immediate if it is made within 7 days, whereby timely dispatch of the notification is sufficient to meet the deadline. Regardless of this obligation to inspect and give notice, the customer must report obvious defects (including incorrect and short delivery) in text form within 7 days of delivery, whereby in this case as well, timely dispatch of the notification is sufficient for compliance with the deadline. If the customer fails to properly inspect and/or give notice of defects, maxon motor's liability for the defect not reported is excluded.

If the delivered item is defective, maxon motor may initially choose whether maxon motor will provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement delivery). maxon motor's right to refuse subsequent performance under the statutory conditions remains unaffected.

Maxon Motor is entitled to make its obligation to provide subsequent performance dependent on the customer paying the due purchase price. However, the customer is entitled to withhold an appropriate portion of the purchase price in relation to the defect.

The customer must provide Maxon Motor with the necessary time and opportunity for the owed subsequent performance, in particular by handing over the disputed goods for inspection purposes. In the case of a replacement delivery, the customer must return the defective item to Maxon Motor in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its re-installation, if Maxon Motor was not originally obligated to install it.

Maxon Motor shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs (not removal and installation costs), provided that a defect actually exists. However, if a customer's request for defect rectification turns out to be unjustified, Maxon Motor may demand compensation from the customer for the resulting costs, if the customer knew or negligently failed to recognize that there was no defect in the purchase item, but the cause lies within their own area of responsibility.

In urgent cases, for example in the event of endangerment to operational safety or to prevent disproportionate damage, the customer has the right to remedy the defect themselves and to demand reimbursement from Maxon Motor for the objectively necessary expenses incurred in doing so. Maxon Motor must be notified of such self-remedy without delay, and, if possible, in advance. The right to self-remedy does not exist if Maxon Motor would be entitled to refuse the corresponding subsequent performance under the statutory provisions.

If subsequent performance has failed or a reasonable deadline for subsequent performance to be set by the customer has expired unsuccessfully or is dispensable according to legal regulations, the customer may withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the case of an insignificant defect.

Assertion of warranty claims must be made by declaration to maxon motor.

maxon motor assumes no warranty for defects resulting from improper use (in particular: use of force; incorrect wiring; use outside the specifications, especially standard specifications No. 100 to No. 103; electrical or mechanical overload, etc.) or from natural wear and tear, unless the customer proves that the defect resulted from faulty instructions for use. The warranty rights are excluded if repairs or other interventions have not been carried out by maxon motor or by entities authorized by it. The standard specifications No. 100 to No. 103 are an integral part of these Terms and Conditions.

13. Liability

Unless otherwise provided in these General Terms and Conditions, including the following provisions, maxon motor shall be liable for breach of contractual and non-contractual obligations in accordance with the applicable statutory provisions.

maxon motor shall be liable for damages—regardless of the legal basis—only in cases of intent and gross negligence. In the event of simple negligence, and subject to a more lenient standard of liability according to statutory provisions (e.g., for care in one's own affairs), maxon motor shall be liable only for damages resulting from the non-trivial breach of an essential contractual obligation (an obligation the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and is entitled to rely); in such cases, however, the liability of maxon motor is limited to compensation for foreseeable, typical damages.

The liability limitations arising from Section 13 also apply in the event of breaches of duty by or in favor of persons whose fault maxon motor is required to assume based on statutory provisions. These exclusions and limitations of liability do not apply in the event of an explicit assurance of characteristics, fraudulently concealed defects, or the assumption of guarantees by maxon motor. They also do not apply to damages arising from injury to life, body, or health, nor in cases of mandatory statutory provisions, in particular product liability. In the event of a breach of duty not consisting of a defect, the customer may only withdraw from or terminate the contract if maxon motor is responsible for the breach of duty. The customer's right to terminate the contract at will (in particular pursuant to §§ 651, 649 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

14. Data Protection

The data collected in the online shop are processed by maxon motor in accordance with the privacy policy. maxon motor assures that all relevant legal provisions regarding the collection, processing, and use of personal data are observed. Detailed information on data protection can be found in the privacy policy, which forms an integral part of these General Terms and Conditions.

15. Intellectual Property

The use of the pdf and dxf files provided in the online shop, as well as other information, is generally permitted for development and planning purposes relating to the integration of products from maxon motor. Any copyright notices, logos, etc., must in all cases be retained. Any use beyond this is prohibited and requires the prior written consent of maxon motor. The rights of third parties with more extensive intellectual property rights remain reserved.

Should any intellectual property rights arise for the user through the use of the websites, the user hereby irrevocably and free of charge assigns all such rights to maxon motor to the legally permissible extent, or—if an assignment is not permitted—grants maxon motor an immediate, irrevocable, free, and exclusive right of use, and fully and finally waives the exercise of these rights.

With respect to the software products provided with the purchased items, the end user license terms of these software products shall apply in addition. By installing or using the software products, the customer expressly acknowledges the validity of these terms and conditions.

16. Export Control

The contracting parties undertake to comply with all applicable sanctions, embargoes, and export control regulations (hereinafter collectively referred to as "Export Control Laws") in connection with concluded purchase contracts. These include all applicable regulations (including future amendments) that sanction, prohibit, or restrict certain activities, including but not limited to:

- (i) the sale, import, export, re-export, provision, transfer, or transshipment of goods, services, technology (including know-how), or software (hereinafter collectively referred to as "Goods");
- (ii) the financing or investment in direct or indirect transactions or business dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or organizations; as well as
- (iii) all other regulations issued, maintained, or enforced by a sanctions authority before or after conclusion of the contract.

Each contracting party warrants that, to the best of its knowledge and belief at the time of contract conclusion, neither it nor the persons acting on its behalf are sanctioned. Each contracting party shall promptly notify the other contracting party if it becomes a Sanctioned Person. "Sanctioned Person" refers to any natural or legal person who is listed on a list adopted in accordance with applicable export control laws (including EU and US lists), whose assets are frozen, or who is subject to other restrictions. Any legal entity that is directly or indirectly controlled by a Sanctioned Person shall also be deemed a Sanctioned Person.

maxon motor reserves the right to delegate (extensive) end-user as well as any related shareholder and participation screenings (KYC) of all parties/persons involved in the transaction chain to the customer. The customer undertakes to carry out such screenings as required and to provide maxon motor with the results of the delegated KYC screenings no later than two weeks after assignment.

The contracting parties undertake to obtain all necessary official permits for the import/export/re-export or transfer of goods. Goods may not be exported, re-exported, or transferred (domestically) without obtaining the required valid permits from the competent authorities. Upon request by maxon motor, the customer must provide maxon motor with an end-use certificate in the form required by maxon motor or the competent authorities. maxon motor reserves the right to make the delivery of goods conditional upon receipt of the corresponding documents.

The customer warrants that it will neither directly nor indirectly sell, export, re-export, release, transfer, or otherwise transmit the goods received from maxon motor to (i) Sanctioned Persons or (ii) contracting parties for use or end-use in sanctioned countries, territories, regions, governments, or projects. The customer's obligation also includes not supplying or using goods for any applications related to anti-personnel mines, cluster munitions, nuclear, biological, and chemical weapons, and delivery systems for the transport of such weapons.

In the event of a transfer of the customer's rights and obligations under the contract to third parties, the customer shall ensure that such third parties also comply with the obligations under Section 16 and pass them on to further business partners. For this purpose, the customer shall establish and maintain an appropriate monitoring mechanism to detect any conduct by third parties in the subsequent supply chain, including possible resellers, that would contravene the purpose of Section 16.

In the event of a breach of any provision of Clause 16 by the customer or by a third party, the customer is obliged to notify maxon motor without delay and in written form. Upon request, the customer shall provide maxon motor within two weeks with information regarding compliance with the obligation under Clause 16. A breach by the customer of any provision of Clause 16 shall be deemed a material breach of contract and entitles maxon motor, in particular, to withdraw from the contract, including all delivery obligations, with immediate effect. Such withdrawal does not affect any other rights or claims of maxon motor arising from law or contract and excludes any liability of maxon motor for claims, losses, or damages of the customer, regardless of type or legal grounds. In addition, in the event of a breach of any provision of Clause 16, the customer undertakes to compensate maxon motor and its group companies for all damages and to fully indemnify and hold harmless maxon motor and its group companies upon first request, unless the customer proves that he is not responsible for the breach. maxon motor will report breaches to the competent authorities in accordance with applicable export control laws.

Should maxon motor have justified doubts regarding compliance with the provisions of Clause 16, maxon motor may refuse delivery to the customer until such doubts have been eliminated to the satisfaction of maxon motor. Claims of the customer arising from delay or non-performance due to such doubts are, to the extent legally permissible, excluded even after such doubts have been resolved.

maxon motor may at any time verify the whereabouts of the delivered goods and is entitled to request the necessary documentation from the customer for this purpose. maxon motor is authorized to conduct on-site inspections at the customer's premises or to appoint third parties to perform such inspections. Should the customer, without a reasonable justification, refuse to provide the information or to allow the on-site inspection, maxon motor may terminate the contract in whole or in part without any liability, and the customer shall reimburse maxon motor for any costs incurred by maxon motor up to that point.



If maxon motor is prevented from making timely delivery due to official application or approval procedures (including all possible legal remedies), the delivery period shall be reasonably extended by the duration of the delay. maxon motor shall not be in default as a result of such delay.

maxon motor may suspend performance of the contract without any liability or terminate the contract in whole or in part, if export control laws subsequently require this, a permit is lacking, or if performance becomes illegal or impossible for maxon motor or maxon motor group companies, or, at the sole discretion of maxon motor, if it could harm the reputation of maxon motor or maxon motor group companies.

17. Applicable Law and Jurisdiction

The legal relationship between the parties shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

If the customer is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the maxon branch in Munich shall be the place of performance and jurisdiction for all disputes arising from the contractual relationship. Notwithstanding this agreement, maxon is entitled to bring an action at the customer's principal place of business. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

18. Final Provisions

maxon motor reserves the right to amend these General Terms and Conditions at any time.

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