

# General Terms and Conditions for Consumers and Business Customers

## **Manger Audio - Daniela Manger**

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These General Terms and Conditions govern contracts to which Manger Audio itself is a contracting party. They apply to the manufacture and supply of Manger products as well as to repairs, upgrades and the supply of spare parts. Specific provisions for consumers and business customers are expressly identified as such.

## **1 Scope and contracting party**

**1.1** The contracting party is Manger Audio - Daniela Manger, Hendunger Straße 53, 97638 Mellrichstadt, Germany, hereinafter referred to as "Manger Audio" or "we".

**1.2** These General Terms and Conditions apply to all contracts between Manger Audio and the customer concerning the manufacture, sale and supply of Manger sound systems, Manger Sound Transducers, accessories and spare parts, as well as repairs, technical inspections and upgrades. They apply irrespective of whether the customer is a consumer or a business customer, unless a provision is expressly stated to apply only to one of these customer groups.

**1.3** A consumer is any natural person who enters into a contract for purposes that can predominantly be attributed neither to that person's trade or business nor to that person's independent professional activity. A business customer is a natural or legal person or a partnership with legal capacity that, when entering into the contract, acts in the exercise of its trade or business or independent professional activity.

**1.4** In relation to business customers, any conflicting or supplementary terms and conditions of the customer shall apply only if we have expressly agreed to their application. This requirement for consent shall also apply if we make delivery or provide services without reservation while being aware of the customer's terms and conditions.

**1.5** Individual agreements contained in the offer, the order confirmation or a separate contract shall take precedence. Specific dealer or distribution agreements or framework supply agreements shall take precedence over these General Terms and Conditions insofar as they contain provisions to the contrary.

**1.6** These General Terms and Conditions apply only to contracts under which Manger Audio itself is the seller or contractor. If an end customer purchases a product from a dealer, the end customer's statutory rights arising from the purchase contract may be asserted against that dealer.

**1.7** We shall make these General Terms and Conditions available to the customer before or upon conclusion of the contract in such a way that the customer can reasonably take note of their content and save them. They shall become part of the contract only if the customer agrees to their application.

## **2 Offers and conclusion of the contract**

**2.1** Product presentations, technical descriptions, price lists and other information on our website, in catalogues or in advertising materials do not constitute a binding offer unless they are expressly designated as binding.

**2.2** If we make an offer to the customer, the contract shall be concluded when the customer accepts it within the specified period. If the customer places an order that is not based on a binding offer made by us, the order constitutes an offer to enter into a contract. The customer shall be bound by that offer for fourteen days from our receipt of the order, unless a different period is specified in the order. We may accept the offer within that period by issuing an order confirmation in text form, by delivering the goods or by commencing the agreed service. If the offer is not accepted within that period, the customer shall no longer be bound by the order.

**2.3** The nature and scope of the performance owed shall be determined by our offer and order confirmation, including the version, surface finish, colour, type of veneer, anodised colour, mains voltage, accessories and any other agreed characteristics specified therein.

**2.4** Any changes or additions after conclusion of the contract require an agreement. If the change affects manufacturing, procurement or work processes that have already commenced, we shall inform the customer in advance of any resulting additional costs and any possible change to the delivery date. The change shall be implemented only after the customer has given consent.

**2.5** In the case of a distance contract or an off-premises contract concluded with a consumer, we shall provide the consumer with the contract information required by law and confirmation of the contract on a durable medium.

## **3 Product characteristics and customised versions**

**3.1** The agreed characteristics are set out in the offer and the order confirmation. Information contained in technical documents and product descriptions supplements the agreed characteristics insofar as it has been incorporated into the contract.

**3.2** Variations in grain, structure and colour are characteristic of real-wood veneers. They do not constitute a defect insofar as they fall within the range customary for the agreed natural material. Representations of colours, veneers and finishes on screens or in printed materials may differ from the original for technical reasons. A particular appearance shall be required only if it has been expressly agreed, for example by reference to a binding sample.

**3.3** We may make design or technical changes if they are necessary as a result of technical developments or to ensure the ability to supply, do not impair the agreed characteristics or usability and are reasonable for the customer. Mandatory consumer rights remain unaffected.

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**3.4** Products in customer-specific colours, veneers, finishes, anodised colours, mains voltages or other special versions may be individually manufactured in accordance with the customer's specifications. The customer is responsible for ensuring that the information provided is complete and correct. We shall examine any apparent inconsistencies and agree any necessary corrections with the customer.

### 4 Prices and additional costs

**4.1** For consumers, the prices stated in the offer or order confirmation include the VAT payable by law. For business customers, prices are exclusive of the VAT payable by law unless they are expressly stated to be gross prices inclusive of VAT.

**4.2** The costs of packaging, shipping, transport insurance, collection or return transport shall be shown in the offer or order confirmation unless they are included in the agreed price.

**4.3** Deliveries to other countries may be subject to import charges, customs duties, taxes and fees that are not levied by us. Responsibility for these costs shall be determined by the offer, the order confirmation and mandatory statutory provisions. Consumers shall receive the information on additional costs required by law before conclusion of the contract.

### 5 Payment

**5.1** The payment method, payment schedule and due date are set out in the offer or order confirmation. Advance payment or instalments linked to agreed manufacturing stages shall apply only if expressly agreed in the relevant contract.

**5.2** If the customer defaults on payment, the statutory consequences of default shall apply. The statutory rate of default interest is five percentage points above the base rate for consumers and nine percentage points above the base rate for business customers.

**5.3** The customer may set off claims only if they are undisputed, have been finally adjudicated or are ripe for adjudication. This restriction does not apply to a consumer's claims that are legally connected with the consumer's obligation. The customer may exercise a right of retention only on the basis of the same contractual relationship.

**5.4** In relation to business customers, we may make outstanding performance conditional upon advance payment or the provision of reasonable security if, after conclusion of the contract, it becomes apparent that our claim for payment is jeopardised by the customer's insufficient financial capacity. The customer's statutory rights remain unaffected.

### 6 Delivery and time for performance

**6.1** Delivery dates and dates for performance are binding if they are expressly designated as binding in the offer or order confirmation. Otherwise, they are estimated dates. We shall inform the customer without undue delay if it becomes apparent that an estimated or binding date cannot be met.

**6.2** Any specified period shall not begin until all technical and design details required for performance have been clarified, any agreed acts of cooperation have been completed and any agreed advance payment has been received.

**6.3** Events of force majeure or other events which were unforeseeable when the contract was concluded and are beyond our control and which temporarily prevent us from making delivery or providing performance shall extend the time for performance by the duration of the impediment plus a reasonable restart period. These may include, in particular, natural events, measures taken by public authorities, lawful industrial action, serious transport disruption or failures in essential supplies for which we are not responsible. We shall inform the customer of the beginning and expected duration of the impediment. If performance becomes permanently impossible or it is unreasonable to continue to be bound by the contract, the statutory rights of rescission and termination shall apply.

**6.4** If we are in default, the customer may exercise their statutory rights. Any liability for damages shall additionally be governed by section 13.

**6.5** Partial deliveries are permitted if they can be used independently and are reasonable for the customer and if delivery of the outstanding performance is assured. Consumers shall not incur any additional shipping costs as a result of a partial delivery initiated by us.

### 7 Shipping and passing of risk

**7.1** In relation to consumers, the risk of accidental loss and accidental deterioration shall not pass until the goods are handed over to the consumer or to a recipient designated by the consumer. If the consumer independently commissions the carrier without the carrier having previously been designated by us, risk shall pass when the goods are handed over to the carrier.

**7.2** In relation to business customers, risk shall pass when the goods are handed over to the forwarding agent, carrier or other person designated to carry out the shipment. This shall also apply to partial deliveries and where we bear the shipping costs or organise the transport. Any delivery terms agreed to the contrary, in particular Incoterms, shall take precedence.

**7.3** Consumers are requested, wherever possible, to document any externally visible transport damage immediately with the carrier and to notify us. Failure to give such notice shall not affect their statutory rights.

**7.4** Business customers must inspect the goods after delivery in the ordinary course of business and notify any apparent defects without undue delay insofar as section 377 of the German Commercial Code (Handelsgesetzbuch - HGB) applies. Defects that were not initially apparent are subject to the statutory duty of notification upon discovery.

### 8 Retention of title

**8.1** In relation to consumers, the goods supplied shall remain our property until the purchase price has been paid in full.

**8.2** In relation to business customers, the goods supplied shall remain our property until all current claims arising from the relevant contract and all due claims arising from the ongoing business relationship have been settled in full.

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**8.3** A business customer may resell goods subject to retention of title in the ordinary course of business. The business customer hereby assigns to us the claims arising from such resale up to the invoiced value of the goods subject to retention of title, including VAT; we accept the assignment. The business customer shall remain authorised to collect the assigned claims until we revoke that authorisation. We may revoke the authorisation to collect if the business customer defaults on a secured claim and our claim is jeopardised.

**8.4** The business customer must notify us without undue delay of any interference by third parties with goods subject to retention of title or assigned claims. If the realisable value of the securities exceeds our secured claims by more than ten per cent, we shall, at the business customer's request, release securities of our choice.

### **9 Consumers' right of withdrawal**

**9.1** Consumers generally have a statutory right of withdrawal in the case of distance contracts and off-premises contracts. Before conclusion of the contract, we shall provide the consumer separately with information on the right of withdrawal and with the instructions on withdrawal and the model withdrawal form.

**9.2** In particular, there is no statutory right of withdrawal in the case of contracts for the supply of goods that are not prefabricated and for the production of which an individual selection or decision by the consumer is decisive, or which are made to the consumer's personal specifications. Whether this exception applies depends on the particular version ordered. Before conclusion of the contract, we shall inform the consumer if, in our assessment, the order falls within this exception.

**9.3** If, under a repair or upgrade contract, a consumer requests that we begin performance before the withdrawal period expires, we shall obtain an express declaration to that effect and provide the information required by law. In the event of an effective withdrawal, statutory compensation for the value of the performance provided up to that point at the consumer's request may be payable. The right of withdrawal shall expire upon complete performance only if the statutory requirements are met.

**9.4** The provisions of this section do not replace the separate instructions on withdrawal. In the event of a conflict, mandatory statutory consumer rights shall take precedence.

### **10 Statutory rights in respect of defects**

**10.1** Consumers shall have the statutory rights in respect of defects. These include, in particular, supplementary performance and, if the statutory requirements are met, a reduction in price, rescission, damages or reimbursement of wasted expenditure.

**10.2** Consumers may choose, by way of supplementary performance, either rectification of the defect or delivery of goods free from defects. We may refuse the chosen form of supplementary performance only if the statutory requirements for doing so are met. Supplementary performance shall be carried out within a reasonable period from notification of the defect, free of charge and without significant inconvenience to the consumer. We shall bear the necessary expenses, in particular transport, travel, labour and material costs, in accordance with the statutory provisions.

**10.3** Before carrying out supplementary performance for a consumer, we shall inform the consumer of the right to choose between repair and replacement. If supplementary performance is carried out by repair, the original limitation period for claims in respect of the defect shall be extended once by twelve months in accordance with the statutory provisions.

**10.4** In relation to business customers, we shall initially provide supplementary performance in respect of defects, at our discretion, by repair or replacement. We shall not be entitled to make this choice if the selected form of supplementary performance is unreasonable for the business customer. If supplementary performance fails or is unreasonable, the business customer may reduce the price or rescind the contract in accordance with the statutory provisions.

**10.5** In relation to business customers, the limitation period for claims in respect of defects in newly manufactured goods and newly supplied spare parts shall be one year from delivery. For defects in repair and upgrade services, it shall be one year from acceptance or, if no acceptance is provided for, from completion of the service. This shortening shall not apply in the event of fraudulent concealment of a defect, an expressly given guarantee, claims arising from injury to life, limb or health, an intentional or grossly negligent breach of duty, claims under the German Product Liability Act (Produkthaftungsgesetz), or cases of recourse in which the applicable period is mandatory by law.

**10.6** Before returning a product, the customer should contact us so that the nature of the fault, the shipping method and packaging that will safely protect the product can be agreed. Statutory rights are not conditional upon prior authorisation of the return or upon the original packaging still being available. If the original packaging is available, it should be used because the products require special protection.

**10.7** Claims in respect of defects shall not be excluded merely because a product has been opened, altered or worked on by third parties. However, such claims shall not apply to the extent that the defect or damage asserted was caused by improper work carried out on the product, use contrary to the intended purpose, unsuitable accessories, an incorrect mains voltage or failure to follow the operating and safety instructions.

### **11 Repairs, inspections and upgrades**

**11.1** Repairs, technical inspections and upgrades shall be governed by the service described and the price stated in the offer or order confirmation. The customer should provide the full product designation, serial number and details of the fault or the desired scope of the upgrade. For the purposes of these General Terms and Conditions, upgrades are individually agreed retrofits or technical modernisations of Manger products, in particular the replacement or installation of agreed components.

**11.2** Before sending a product to us, the customer shall agree the return and packaging arrangements with us. The customer shall ensure that the packaging is suitable for safe transport. Statutory provisions concerning the costs and risk of returning goods in the event of defects or withdrawal remain unaffected.

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**11.3** A cost estimate shall be binding only if we have expressly designated it as binding. We shall charge for preparing a cost estimate or carrying out a technical inspection only if we have informed the customer in advance and agreed remuneration.

**11.4** If, during the work, it becomes apparent that additional services not included in the order are required or that the agreed cost limit will be materially exceeded, we shall inform the customer and obtain the customer's consent. Without that consent, we shall not carry out such additional services unless they are necessary to avert imminent damage and are reasonable for the customer.

**11.5** If, following an agreed inspection for which a charge is payable, the customer does not place an order for a repair or upgrade, the customer may request the return of the product upon payment of the agreed inspection and shipping costs. Statutory rights of retention and liens remain unaffected.

**11.6** The statutory rights in respect of defects arising from a repair or upgrade for which a charge is payable relate to the work performed and the parts supplied by us. Such performance shall not cause the limitation periods for claims in respect of defects in the remainder of the product to recommence unless expressly agreed otherwise or unless the law provides for recommencement, suspension, suspension of expiry or extension. Special statutory provisions governing a repair carried out as a remedy for defects remain unaffected.

**11.7** Insofar as services under this section are provided outside the scope of statutory claims, they shall be provided on the basis of an individual agreement and, in principle, for a charge unless expressly agreed otherwise. Services may be provided free of charge as a gesture of goodwill. Services under this section shall not, in themselves, establish a voluntary manufacturer's guarantee extending beyond section 12. Statutory rights arising from the relevant contract remain unaffected.

### **12 Voluntary manufacturer's guarantee and manufacturer's service**

**12.1** Manger Audio grants a voluntary manufacturer's guarantee in accordance with the following provisions. The customer's statutory rights in respect of defects, particularly those against the relevant seller, are not restricted by this guarantee. The exercise of statutory rights is free of charge and is not conditional upon making a claim under this guarantee.

**12.2** The guarantor is Manger Audio - Daniela Manger, Hendunger Straße 53, 97638 Mellrichstadt, Germany, telephone +49 9776 9816, email: info@mangeraudio.com. If the customer purchased the product directly from Manger Audio, the customer's statutory rights arising from the purchase contract may be asserted against Manger Audio. If the product was purchased from a dealer, the statutory rights arising from the purchase contract may be asserted against that dealer. The entitlement under the guarantee set out in this section exists in addition and may be asserted directly against Manger Audio.

**12.3** The guarantee applies to all new Manger products purchased by the original purchaser directly from Manger Audio or from an authorised Manger dealer and specified in the proof of purchase. It applies worldwide and equally to consumers and business customers. Only the original purchaser is entitled to the guarantee; the guarantee is not transferable to subsequent owners. Consumers shall be provided with this guarantee statement on a durable medium no later than upon delivery of the product.

**12.4** The guarantee period is 24 months and begins on the date of the invoice for the original purchase. The invoice date shown on the proof of purchase shall be decisive. These guarantee terms apply to contracts concluded on or after 1 October 2026.

**12.5** The guarantee covers defects in materials and workmanship that arise during the guarantee period when the product is used as intended. If a defect in the product becomes apparent during the guarantee period, it shall be presumed to give rise to rights under the guarantee unless that presumption is incompatible with the nature of the product or the nature of the defect.

**12.6** In the event of a claim under the guarantee, Manger Audio shall, at its option, repair the affected product free of charge or replace it with an identical or at least equivalent product. Manger Audio shall bear the material, labour, transport and freight costs required to provide the guarantee service. Replaced products or parts shall become the property of Manger Audio. Mandatory statutory rights remain unaffected.

**12.7** To make a claim under the guarantee, the person entitled to the guarantee must contact Manger Audio or the authorised Manger dealer from which the product was purchased within the guarantee period. The proof of purchase, serial number and a description of the fault must be provided. Before the product is returned, the shipping method and packaging must be agreed with Manger Audio. The product must be packaged securely for transport; the original packaging should be used if available. If the claim is handled through a dealer, the guarantee service shall be provided in consultation with Manger Audio.

**12.8** The guarantee does not apply insofar as the defect or damage was caused by normal wear and tear, use other than as intended, unsuitable accessories, an incorrect mains voltage, failure to follow the operating or safety instructions, accident, moisture, overvoltage, external influences, improper transport, inadequate packaging or improper work carried out on the product. The opening, alteration or modification of the product by the customer or a third party shall exclude the guarantee only if this caused the defect or damage claimed.

**12.9** Services provided under the guarantee shall neither extend the guarantee period nor cause it to recommence. Repaired or replaced products and parts shall be covered for the remainder of the original guarantee period. Statutory provisions concerning limitation, suspension, suspension of expiry, recommencement or extension of statutory claims remain unaffected.

**12.10** Manger Audio may offer repairs, technical inspections, upgrades and other factory services for a charge outside the scope of existing statutory or contractual claims. The scope, costs, availability of spare parts and arrangements shall be agreed in each individual case. Factory service for a charge may also be offered to subsequent owners.

**12.11** Voluntary goodwill services are provided without acknowledgement of any legal obligation. Their nature and scope depend on the circumstances of the individual case. A goodwill service or previous decision in an individual case shall not give rise to any entitlement to corresponding services in other or future cases.

**12.12** Any guarantee commitments validly given in respect of contracts concluded before 1 October 2026 remain unaffected. They shall be governed by the guarantee terms and guarantee statements applicable when the relevant contract was concluded.

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### 13 Liability

**13.1** We shall have unlimited liability in cases of intent and gross negligence, culpable injury to life, limb or health, under the German Product Liability Act (Produkthaftungsgesetz), and to the extent of any guarantee expressly given.

**13.2** In the event of a breach, through ordinary negligence, of a material contractual obligation, our liability shall be limited to the loss or damage that was foreseeable when the contract was concluded and is typical for this type of contract. Material contractual obligations are obligations whose performance is essential to the proper performance of the contract and on whose fulfilment the customer may normally rely.

**13.3** In all other respects, liability for loss or damage caused by ordinary negligence is excluded. The above provisions on liability shall also apply for the benefit of our legal representatives, employees and persons whom we engage to perform our obligations.

**13.4** Mandatory statutory manufacturer liability and other claims that cannot be excluded remain unaffected.

### 14 Returns outside the scope of statutory rights

**14.1** A contractual right to return or exchange exists only if expressly agreed. Statutory rights in the event of withdrawal, defects or other breaches of duty remain unaffected.

**14.2** Returns by business customers that are not based on statutory rights require our prior consent. The conditions, costs and any reduction in value shall be agreed for the individual case.

### 15 Use, safety and export

**15.1** The customer must use the products in accordance with the operating and safety instructions and only with the agreed mains voltage. Installation, maintenance and work on the products may be carried out only by persons with the necessary professional qualifications where required by the documentation.

**15.2** Our statutory obligations as a manufacturer, in particular in relation to product safety and product liability, shall not be limited by the customer's obligations to cooperate.

**15.3** For deliveries to third countries, the destination, technical version, shipping terms and required export documents shall be agreed individually. Both parties shall comply with the applicable export control and sanctions legislation. Manger Audio's mandatory statutory obligations as a manufacturer or exporter remain unaffected.

### 16 Intellectual property rights and documents

**16.1** Trade marks, product designations, technical drawings, circuit diagrams, measurement data, illustrations, texts and other documents remain protected to the extent provided by applicable intellectual property rights. The customer shall acquire only those rights that are necessary for the contractually agreed use of the product.

**16.2** Business customers may use product documents provided by us to the extent necessary for the contractual distribution of the original products purchased. Any further use, modification or disclosure requires our consent unless permitted by law.

### 17 Governing law and place of jurisdiction

**17.1** Contracts with business customers shall be governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG/UN Sales Convention) shall apply to international contracts for the sale of goods insofar as they fall within its scope and its application is not expressly excluded in the individual case.

**17.2** Contracts with consumers shall also be governed by German law. However, this choice of law shall not deprive consumers of the protection afforded by mandatory provisions of the law of their country of habitual residence which would apply in the absence of a choice of law. In particular, Article 6 of Regulation (EC) No 593/2008 on the law applicable to contractual obligations remains unaffected.

**17.3** The statutory rules on jurisdiction shall apply to consumers.

**17.4** If the customer is a merchant (Kaufmann under German law), a legal person or special fund under public law, or acts as a business customer without a general place of jurisdiction in Germany, Manger Audio's registered place of business shall, to the extent permitted by law, be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. We may also bring proceedings at the customer's general place of jurisdiction.

**17.5** For business customers, Manger Audio's registered place of business shall be the place of performance for deliveries and payments unless a different place of performance or delivery term has been expressly agreed.

### 18 Final provisions

**18.1** Should any provision of these General Terms and Conditions be or become wholly or partly invalid, the remaining provisions shall remain effective. The invalid provision shall be replaced by the applicable statutory provisions.

**18.2** In the case of translations of these General Terms and Conditions, the German version shall prevail in relation to business customers. In relation to consumers, this shall apply only insofar as it does not adversely affect mandatory rights or the transparency requirement.