General Terms and Conditions

Aufzüge mit Herz GmbH
For deliveries and services

English translation of the German version dated 8 November 2026.

1. General provisions

1.1 All installation, maintenance and repair work and all deliveries by Aufzüge mit Herz GmbH are governed exclusively by the following General Terms and Conditions. Any terms and conditions of the customer that conflict with or deviate from our terms shall not form part of the contract unless we have expressly agreed to their application in writing.

1.2 For the purposes of these Terms and Conditions, a consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside that person's trade, business or independent professional activity (section 13 of the German Civil Code, BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when entering into the contract, acts in the exercise of their trade, business or independent professional activity (section 14 BGB).

2. Offers and conclusion of contract

2.1 Offers contained in brochures, advertisements, on our website, etc. are subject to change and non-binding, including as regards prices. Unless expressly agreed otherwise, we remain bound by an offer prepared specifically for the customer for six weeks from its date of issue.

2.2 We reserve all ownership rights and copyrights in cost estimates, drawings and other documents. This also applies to written documents designated as "confidential". These documents may not be made available to third parties without our express consent.

3. Delivery and delivery periods

3.1 Only the delivery period stated in the order confirmation shall be binding.

3.2 The delivery period shall not begin until all technical matters have been clarified and we have received all necessary documents and, where applicable, official approvals or permits in full and in good time.

3.3 Events of force majeure, such as natural disasters, strikes, civil unrest, official measures or other circumstances for which we are not responsible, release us from our delivery obligations for the duration and to the extent of their effects. This also applies if we are already in default when the event occurs, provided that the default is not due to intentional or grossly negligent conduct.

4. Transfer of risk

4.1 Risk always passes at the place of performance, including for deliveries free of freight charges. Risk also passes on the date on which readiness for dispatch is notified if dispatch is delayed after that notification due to circumstances for which Aufzüge mit Herz GmbH is not responsible.

4.2 Transport "free to the customer's premises/construction site" means that Aufzüge mit Herz GmbH bears the transport costs. It does not oblige Aufzüge mit Herz GmbH to settle claims for transport damage or delivery delays.

4.3 The provisions of this section 4 apply exclusively to entrepreneurs. In dealings with consumers, the risk of accidental loss or accidental deterioration of the goods passes only when the goods are handed over to the consumer.

5. Acceptance

5.1 The customer must accept the work once it has been performed in accordance with the contract. At the request of Aufzüge mit Herz GmbH, a written report must be drawn up in which complaints and identifiable defects are recorded in a binding manner. The customer must notify us of hidden defects in writing and in detail without undue delay after discovering them. This provision does not apply to consumers; the statutory provisions apply to consumers.

6. Prices and payment terms

6.1 Payments by the customer are due immediately upon receipt of the invoice, without deduction. A deduction of cash discounts or other discounts is permitted only if agreed in writing beforehand.

6.2 The customer must make payments to us free of costs and charges.

6.3 The customer is entitled to set off a counterclaim against our claim only to the extent that the counterclaim is undisputed or has been established by a final court judgment. The customer may exercise a right of retention only to the extent that the counterclaim arises from the same contractual relationship as our claim.

6.4 Default interest If the customer is in default of payment, we are entitled to charge default interest at the statutory rate in accordance with section 288 BGB.

6.5 Statutory lump sum for late payment If the customer is in default of payment of a claim for remuneration and is not a consumer, we are entitled, in addition to default interest, to charge the statutory lump sum for late payment of EUR 40.00 in accordance with section 288(5) BGB. This also applies to payments on account or other instalment payments. The lump sum is not charged again for each further reminder relating to the same claim. It is credited against any damages owed insofar as the damage consists of legal recovery costs.

6.6 Further losses caused by default and payment reminders Further verifiable losses caused by default may be claimed subject to the statutory requirements. These include, in particular, necessary and recoverable reminder costs and the costs of a debt collection provider or lawyer. General internal administrative and processing costs are not charged separately. The same loss is not charged more than once; the crediting rule in clause 6.5 must be observed. Before claiming costs under clauses 6.5 and 6.6, we generally send two payment reminders in text form.

7. Retention of title

7.1 The goods delivered remain the property of Aufzüge mit Herz GmbH until the purchase price has been paid in full. If the customer acts in breach of contract, particularly in the event of payment default, we are entitled to withdraw from the contract and demand the return of the goods. After taking back the goods, we are entitled to realise their value; any proceeds obtained, less reasonable realisation costs, shall be credited against the customer’s liability.

7.2 While our retention of title continues, the customer may continue to use the products delivered in the ordinary course of business.

7.3 As further security for the claims of Aufzüge mit Herz GmbH covered by the retention of title, the customer hereby assigns to Aufzüge mit Herz GmbH all claims arising from the resale of the products, whether unchanged or modified. The assignment is made in the amount of the invoice value of the products resold, including value added tax.

7.4 The customer must treat the purchased goods with care; in particular, the customer must, at their own expense, adequately insure them against fire, water damage and theft at replacement value. Where maintenance and inspection work is necessary, the customer must arrange for it to be carried out in good time at their own expense.

7.5 The customer must notify us in writing without undue delay if third parties assert rights over the goods subject to retention of title by attachment or other intervention, or if those goods are damaged or destroyed. The customer must also notify us without undue delay of any change in possession of the goods subject to retention of title or any change of the customer's residence or registered business address. Attaching creditors must be informed of the retention of title without undue delay.

7.6 If products subject to retention of title are incorporated by the customer, or on the customer's behalf, as an essential component into land or a building belonging to a third party, the customer hereby assigns to Aufzüge mit Herz GmbH all claims for remuneration that the customer may have against that third party or other parties involved, including all ancillary rights and any claim to the registration of a mortgage securing the claim. If products subject to retention of title are incorporated as an essential component into the customer's land, the customer hereby assigns to Aufzüge mit Herz GmbH all claims arising from the sale of that land or of rights in that land, together with all ancillary rights.

7.7 If the realisable value of the existing security exceeds our claims against the customer for deliveries and services by more than 10%, we will, at the customer's request and at our discretion, release excess security.

8. Claims for defects

8.1 Every delivery must be inspected for defects, damage and completeness without undue delay upon receipt. Complaints must be notified to us in writing without undue delay. This provision applies exclusively to entrepreneurs.

8.2 If our delivery or work is defective, we are obliged, at our option, to provide subsequent performance either by remedying the defect or by supplying a replacement. The customer is not entitled to remedy a defect themselves without our consent or to demand reimbursement of their expenses. If the form of subsequent performance chosen by us also fails on the second attempt, the customer shall have the further statutory warranty rights.

8.3 Our deliveries and work are deemed free from material defects if they have the characteristics agreed with the customer in a written specification or delivery instruction. In the absence of such an agreement, they are deemed free from defects if they have the characteristics conclusively described by us in our technical data sheets, specifications or drawings.

9. Limitation of liability – damages

9.1 Aufzüge mit Herz GmbH is liable for intent and gross negligence. For ordinary negligence, Aufzüge mit Herz GmbH is liable only for a breach of essential contractual obligations arising from the nature of the contract or whose breach jeopardises achievement of the purpose of the contract. Even in that case, damages are limited to foreseeable damage typical of the contract. In all other respects, the customer's claims for damages for slight negligence are excluded, irrespective of their legal basis.

9.2 The above limitation of liability does not apply to claims under the German Product Liability Act or in cases of injury to life, body or health.

9.3 Aufzüge mit Herz GmbH is not liable for improper use of its products or for resulting damage.

10. Place of jurisdiction and place of performance

10.1 If the customer is a merchant or has no general place of jurisdiction in Germany, the registered office of Aufzüge mit Herz GmbH in Berlin is agreed as the place of jurisdiction. This also applies to actions relating to cheques and bills of exchange.

10.2 Unless the order confirmation provides otherwise, our registered office is the place of performance.

11. Miscellaneous

11.1 The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods and German conflict-of-laws rules do not apply.

11.2 If one or more provisions of these terms are or become wholly or partially invalid or unenforceable, the validity of the remaining provisions is unaffected. In all other respects, the statutory provisions apply.

12. Right of withdrawal

12.1 Consumers have a 14-day right of withdrawal; if they request that performance begin immediately, they thereby also confirm the loss of their right of withdrawal upon full performance of the contract (section 356(4) BGB).

13. Service nature of the work; obligation to pay

13.1 The maintenance and repair work performed by Aufzüge mit Herz GmbH constitutes services. A specific result, in particular the complete and final elimination of a defect during a single visit, is not owed.

13.2 Every journey to the site requested by the customer and the work performed by the technicians during that visit, such as inspections, fault finding, partial repairs and adjustments, must be paid for separately, regardless of whether several visits are required to remedy the defect completely.

13.3 The customer acknowledges that each request for a visit constitutes a separate order to which the agreed prices apply.