



80 YEARS: QUALITY
MADE IN GERMANY

Stand 12.02.2026

I. General provisions

- 1.1. These General Terms and Conditions [hereinafter referred to as "**GTC**"] are the contractual basis of all contracts concluded online between Heine Optotechnik GmbH & Co. KG, Dornierstr. 6, 82205 Gilching [hereinafter referred to as "**HEINE**"] and its contractual partners [hereinafter referred to as "**Customer**"] in the online store, the subject of which is the purchase of HEINE products [hereinafter referred to as "**Contract**"]
- 1.2. The GTC apply to entrepreneurs/merchants and consumers, unless otherwise indicated in the respective clause.
- 1.3. These GTC shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that HEINE expressly agrees to their validity in writing.

II. General Terms and Conditions of Sale

- 2.1. **(Conclusion of contract)** HEINE's offers are non-binding. Any order or placement of an order by the customer is an offer to conclude a contract
- 2.2. **(Terms of delivery)** Details of delivery options and delivery dates are only binding if they are confirmed by HEINE.
Technical descriptions in the order confirmation are non-binding to the extent that HEINE reserves the right to make changes up to the delivery date due to technical improvements, but in particular due to official requirements or legal specifications which were not yet known when the contract was concluded. Technical improvements shall in no way restrict the normal usability and use of the product. The customer may object to the change due to technical improvement and withdraw from the contract if the product



is not suitable for the intended use and the customer can therefore no longer use the product and cannot reasonably be expected to adhere to the contract.

2.3. (Transfer of risk)

a) The following applies to entrepreneurs: Delivery shall be ex works, which is also the place of performance. At the request and expense of the customer, the goods will be shipped to another destination. Unless otherwise agreed, HEINE is entitled in these cases to determine the type of shipment (in particular the transport company, shipping route, packaging) itself. The transfer of risk (risk of accidental loss and accidental deterioration of the goods) to the customer in these cases shall take place at the latest when the delivery item is handed over (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third party appointed to carry out the shipment. If the shipment or handover is delayed due to a circumstance caused by the customer, the risk shall pass to the customer from the day on which the delivery item is ready for shipment and HEINE has notified the customer of this. Storage costs after the transfer of risk shall be borne by the customer.

b) If the customer is a consumer and the purchase is therefore a sale of consumer goods, the above clause 2.3. a) shall not apply.

2.4. (Liability) HEINE's liability for damages or reimbursement of expenses, irrespective of the legal grounds (in particular breach of contract, breach of duties during contract negotiations and tort), is limited in accordance with the following provisions of this Section 2.4.

a) HEINE has unlimited liability

- in the event of intent and gross negligence,
- in the event of culpable injury to life, limb or health,
- in accordance with the provisions of the Product Liability Act, and
- to the extent of a guarantee for quality features assumed by HEINE.

b) Furthermore, HEINE is liable itself and for its bodies, legal representatives, employees or other vicarious agents in the event of negligent breach of material contractual obligations. Material contractual obligations are those whose fulfillment is



essential for the proper execution of the contract and on whose fulfillment the customer therefore relies and may rely (so-called cardinal obligations).

In the event of a slightly negligent breach of cardinal obligations by HEINE or its bodies, legal representatives, employees or other vicarious agents, HEINE's liability shall in any case be limited to foreseeable damage typical of the contract. In addition to this, HEINE's liability in these cases is limited to an amount of EUR 10 million per claim (corresponding to the current sum insured), irrespective of the legal grounds.

c) Any further liability on the part of HEINE is excluded.

d) Except in the cases of paragraph a), HEINE shall not be liable for loss of profit, loss of savings, damages from third party claims and other indirect and consequential damages.

2.5. (Limitation period) The statutory limitation periods shall apply with regard to warranty and liability.

2.6. (Force majeure) Force majeure, such as in particular fire damage, floods, strikes, lawful lockouts, epidemics and pandemics, insofar as a risk level of at least "moderate" is defined by the Robert Koch Institute or the outbreak of war, which delay or make impossible or unreasonable the obligation to perform or provide consideration, e.g. dispatch or acceptance, shall release both parties from the obligation to perform for their duration and scope.

Both parties are obliged to notify the other party of the force majeure.

Despite the existence of force majeure, the contract shall remain in force.

If an end to the force majeure is not foreseeable, both parties shall attempt to adapt the contract to the changed circumstances in good faith. If an adjustment to the changed circumstances is not achieved, the parties may take legal action.

2.7. (Retention of title) The objects of the delivery(s) remain the property of HEINE until full payment has been made.

For the duration of the retention of title, the customer is prohibited from pledging or transferring ownership by way of security.



In the event of seizure, confiscation or other dispositions or interventions by third parties, in particular enforcement measures, as well as any damage to or destruction of the goods, the customer must inform HEINE immediately. If a justified interest is substantiated, the customer must provide HEINE with the information required to assert its rights against the customer and hand over the necessary documents.

2.8. (Product prices) Unless expressly stated otherwise, product prices are quoted in euros and do not include VAT.

The product prices do not take into account transportation and packaging costs, insurance and other taxes, contributions, duties or fees.

2.9. HEINE is entitled to assign trade receivables for financing purposes.

2.10. Insofar as personal data is collected, processed and used in connection with the purchase contract, this is done in compliance with the statutory provisions

You can find the data protection information here <https://shop.heine.com/de-de/Datenschutz/>.

2.11. The statutory right of withdrawal is excluded for consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

III. Final provisions

3.1. If text form has been agreed or is provided for in these GTC, this shall also be deemed to have been complied with by transmission by fax or e-mail.

3.2. The possible invalidity of individual clauses of these GTC has no influence on the validity of the entire GTC.



3.3. (Choice of law) GERMAN LAW APPLIES TO THESE TERMS AND ALL LEGAL RELATIONS BETWEEN HEINE AND THE CUSTOMER. THE APPLICATION OF THE UN-SALES LAW IS EXCLUDED.

3.4. (Place of jurisdiction)

a) THE PLACE OF PERFORMANCE AND EXCLUSIVE JURISDICTION FOR ALL NATIONAL AND INTERNATIONAL DISPUTES ARISING OUT OF THE CONTRACT SHALL BE HEINE'S PLACE OF BUSINESS

b) IF THE CUSTOMER IS A CONSUMER AND THEREFORE THERE IS A CONSUMER GOODS PURCHASE, THE FOLLOWING SHALL APPLY IN DEVIATION TO a): IF THE CUSTOMER DOES NOT HAVE A GENERAL JURISDICTION IN THE FEDERAL REPUBLIC OF GERMANY, HEINE'S PLACE OF BUSINESS SHALL NOT BE THE EXCLUSIVE JURISDICTION. IF THE CUSTOMER MOVES HIS DOMICILE OR USUAL PLACE OF RESIDENCE OUTSIDE GERMANY AFTER THE CONCLUSION OF THE CONTRACT OR IF HIS DOMICILE OR USUAL PLACE OF RESIDENCE IS NOT KNOWN AT THE TIME THE ACTION IS BROUGHT, THE PLACE OF JURISDICTION FOR ACTIONS AGAINST THE CUSTOMER SHALL BE THE REGISTERED OFFICE OF HEINE. OTHERWISE, THE STATUTORY PLACES OF JURISDICTION SHALL APPLY. EXCLUSIVE PLACES OF JURISDICTION, E.G. FOR JUDICIAL DUNNING PROCEEDINGS, REMAIN UNAFFECTED.