

GTC LEMKEN Shop

General Terms and Conditions of Business

Business Terms and Conditions and Information on Concluding a Contract in Electronic Commerce

List of Contents

A. General Terms and Conditions of Business

1. Scope
2. Conclusion of the contract
3. Term of the contract
4. Prices and shipping costs
5. Termination
6. Payment conditions Merchandising Shop
7. Payment conditions iQblue Shop
8. Conditions of delivery and reservation of timely and correct supply of incoming goods
9. Retention of title
10. Liability
11. Right of revocation
12. Special provisions for apps
13. Special provisions for software
14. Agrirouter
15. NEXT Machine Management
16. Damage in transit
17. Warranty
18. Final clauses
19. Information on the Batteries Act

B. Information on concluding a contract in electronic commerce

1. Contractual partner
2. Concluding a contract in electronic commerce
3. Storage of the contractual text
4. Essential features of the goods or service
5. Information on payment, delivery or compliance
6. Information on the individual technical stages, which lead to the conclusion of the contract and possibility of rectification
7. Code of Conduct
8. Further Information

C. Online dispute regulation and consumer dispute regulation

1. Online dispute regulation
2. German Consumer Dispute Resolution Act

D. Retrieval of the General Terms and Conditions of Business and Information on Concluding a Contract in Electronic Commerce

A. GENERAL TERMS AND CONDITIONS OF BUSINESS

1. SCOPE

1.1 These General Terms and Conditions of Business (hereinafter: GTC) apply exclusively to all orders, placed by a consumer or merchant (hereinafter: Customer) through the merchandising shop and the iQblue shop of LEMKEN GmbH & Co. KG, Weseler Straße 5, 46519 Alpen (hereinafter: LEMKEN) with respect to goods or services displayed in the web shops.

1.2 A consumer is any natural person, who concludes a legal transaction for a purpose, which cannot be attributed either to his commercial or to his independent professional activity.

1.3 General Terms and Conditions of Business, which conflict with or deviate from our GTC, are not applicable.

2. CONCLUSION OF THE CONTRACT

2.1 The display of the products and services in the shops does not constitute a binding offer by LEMKEN, but is solely a without obligation invitation to the customer to make an offer.

2.2 The customer may issue the offer via the online order form provided by the respective online shop. The customer issues a binding offer to conclude a contract by clicking the button at the end of the order process and thus sending the order.

2.3 As soon as the offer is received by LEMKEN the customer receives an e-mail confirming the receipt and content of the order. The order confirmation still does not constitute acceptance of the customer's offer.

2.4 The offer is not accepted on a binding basis until LEMKEN sends the customer by e-mail a separate declaration of acceptance. A contract is concluded in the first instance by the declaration of acceptance, at the latest however by the despatch of the order. If LEMKEN does not accept the offer, the customer is similarly notified of this by e-mail.

2.5 Since contact is usually made and the order processed by e-mail, the customer must ensure that the e-mail address provided for the order process is relevant and ready to receive, so that mails sent by LEMKEN can be received and acknowledged at this address.

2.6 If our order confirmation should contain typographical or printing errors or if transmission faults due to the technical design underlie our determinations of price, we are entitled to rescission, whereby we must prove our error to you. Any payments already made shall immediately be refunded to you.

3. TERM OF CONTRACT

3.1 If there is a term of contract, this is explicitly stated in the presentation of the product.

3.2 The term of contract for the weather station and the associated app is 3 years. Should the weather station fail due to absence of battery power, LEMKEN shall reimburse to the customer the purchase price in accordance with the remaining term of contract calculated in months.

On the expiry of the term of contract of 3 years the customer may extend the contract by one year. The contract may be extended on a maximum of two occasions.

3.3 The minimum term of contract for NEXT Machine Management is 12 months from the date of activation. If the subscription is not cancelled effectively, the contract period will be automatically extended by a further 12 months.

4. PRICES AND SHIPPING COSTS

4.1 The prices stated on the product pages include statutory VAT and other price components and are exclusive of shipping costs.

4.2 The delivery and shipping costs, which may be incurred, are shown separately in each case on the product pages and on the order form. They must be borne by the customer, unless the customer exercises his right of revocation.

5. TERMINATION

5.1 The parties are entitled to terminate a contract with an agreed minimum contract period of 12 months with a notice period of 6 weeks to the end of the minimum contract period. Thereafter, the contract shall be renewed for a further period of the minimum contract term if it is not terminated by one of the parties with a period of notice of 6 weeks before the end of the term with an agreed minimum contract term of 12 months.

5.2 A termination has to be made in text form (e.g. fax or e-mail). The customer may also terminate the contract using the termination form provided by LEMKEN. The form is also available in the LEMKEN online shop.

5.3 The right to terminate without notice for good cause remains unaffected.

5.4 If a contractual relationship with an agreed minimum contractual term is terminated before the expiry of the minimum contractual term for reasons for which LEMKEN is not responsible,

the customer is obliged to pay LEMKEN lump-sum compensation due in one sum, amounting to one quarter of the remaining monthly prices to be paid up to the expiry of the agreed minimum contractual term. The amount of damages shall be set higher or lower if LEMKEN proves a higher or the customer proves a lower damage. A right to premature termination of the contract is not established by this regulation.

6. PAYMENT CONDITIONS MERCHANDISING SHOP

6.1 LEMKEN works with the payment service, PayPal Plus, a service of the company, PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. LEMKEN offers the customer a variety of payment methods as PayPal services. The customer is re-directed to the website of the online access provider PayPal. There the customer may provide his payment details, confirm the use of his data by PayPal and the payment instructions to PayPal. When using the merchandising shop the customer may select either payment through PayPal or payment by credit card.

6.2 If payment methods using PayPal are selected, the customer must be registered with PayPal or register first of all and use his access data to authorise payment, in order to make a payment. The payment is made by PayPal immediately on confirmation of the payment instruction.

6.3 If the direct debit payment method is selected, the customer does not have to be registered with PayPal in order to transact the payment. By confirming the payment instruction the customer grants PayPal a direct debit mandate. The customer is notified separately by PayPal of the date of the bank debit in a pre-notification. Subject to the submission of the direct debit mandate PayPal requests its bank to initiate the payment transaction immediately on confirmation of the payment instruction. The payment transaction is performed and the customer's bank account is debited.

6.4 If the credit card payment method is selected, the customer does not have to be registered with PayPal in order to transact the payment process. The payment transaction is performed by PayPal immediately on confirmation of the payment instruction and authorisation by the credit card company of the customer as the lawful card holder on demand by PayPal and the card is debited.

6.5 In addition to the PayPal payment methods the customer has the possibility of payment in advance. In the case of payment in advance please remit the amount stated in the confirmation e-mail to the account details contained therein. The goods shall be sent once payment has been received. If you have not remitted the payment in full within seven days of receipt of this confirmation e-mail, we shall cancel your order.

6.6 Further information on PayPal is available to the customer on <https://www.paypal.com/de/webapps/mpp/paypal-plus>.

In addition, PayPal's Conditions of Use apply:
https://www.paypal.com/de/webapps/mpp/ua/useragreementfull#int_6b%20von%20PayPal%20Plus

6.7 If the customer as a consumer falls into arrears of payment, interest in the amount of 5 percentage points above base rate shall be charged during the period of arrears. If the customer is a merchant, interest in the amount of 9 percentage points above base rate shall be charged during the period of arrears. LEMKEN reserves the right to prove and to assert a higher level of damages caused by default.

7. PAYMENT CONDITIONS IQBLUE-SHOP

7.1 LEMKEN works with "mollie", a payment service provided by Mollie B.V., Keizersgacht 13, 1016 EE Amsterdam, Netherlands ("mollie"). LEMKEN offers customers various payment methods which are then fulfilled by the payment service provider.

7.2 Within the scope of the iQblue Shop, customers can choose between credit card and direct debit payment methods, unless otherwise indicated for a particular product or service, or during the order process.

7.3 When the direct debit payment method is selected, mollie collects the invoice amount from the customer's specified account on behalf of LEMKEN once a corresponding direct debit mandate has been issued. By confirming the payment order, the customer issues a direct debit mandate to mollie. The customer is informed via a special pre-notification of the date on which their account will be debited. The time limit for the pre-notification is shortened to 5 days. The customer is responsible for ensuring sufficient funds are available in the specified account. If a direct debit or collection is returned, the customer must reimburse the costs incurred if he or she is responsible for the rejection.

7.4 When the credit card payment method is selected, mollie debits the credit card account specified by the customer on behalf of LEMKEN. Once the payment order has been confirmed and the customer has been verified as the legitimate card owner by their credit card company, the payment transaction is immediately carried out at mollie's request and the card is debited.

7.5 Subscription payments are carried out based on the customer's chosen payment method. When the direct debit payment method is selected, mollie collects the invoice amount from the customer's specified account after a corresponding direct debit mandate has been issued once a year at the beginning of the new subscription period on behalf of LEMKEN. When the credit card payment method is selected, mollie debits the credit card saved to the customer's account once a year at the beginning of the new subscription period on behalf of LEMKEN.

7.5 Customers can find further information about mollie at <https://www.mollie.com/en/> and in mollie's User Agreement at <https://www.mollie.com/en/user-agreement>.

7.6 If a customer (consumer) defaults on a payment, interest shall be charged on the purchase price at a rate of 5 percentage points above the base interest rate for the duration of the default. For business customers, interest shall be charged on the purchase price at a rate of 9 percentage points above the base interest rate for the duration of the default. LEMKEN reserves the right to prove and claim a higher default interest.

8. CONDITIONS OF DELIVERY AND RESERVATION OF TIMELY AND CORRECT SUPPLY OF INCOMING GOODS

8.1 If after three attempts it is impossible to deliver the goods due to the fault of the customer, LEMKEN is entitled to withdraw from the contract. Where applicable, any payments made shall be immediately refunded to the customer.

8.2 If the product order should not be available in full, we are entitled to part-consignments at our costs, unless this is unreasonable for the customer.

8.3 If the product order is not available, because LEMKEN has not received delivery of this product from their suppliers with no fault on the part of LEMKEN, LEMKEN is entitled to withdraw from the contract. In this case LEMKEN shall notify the customer without delay and where applicable, propose that a comparable product is delivered to him. If no comparable product is available or the customer does not desire delivery of a comparable product, LEMKEN shall, without delay, where applicable reimburse consideration rendered.

8.4 If the customer is acting as a merchant, the risk of accidental destruction and accidental deterioration of the goods purchased passes to the customer from the time that LEMKEN has delivered the object to the carrier, freight forwarder or any other person or institution selected to carry out the shipment.

8.5 If the customer is acting as a consumer, as a matter of principle the risk of accidental destruction and accidental deterioration of the goods purchased does not pass until the goods have been handed over to the customer or a person authorised to receive the goods. By way of derogation therefrom, when the customer is a consumer, the risk of accidental destruction and accidental deterioration of the goods purchased also passes to the customer from the time that LEMKEN has delivered the object to the carrier, freight forwarder or any other person or institution selected to carry out the shipment, if the customer has engaged the carrier, freight forwarder or any other person or institution selected to carry out the shipment and LEMKEN has not previously given the name of this person or institution to the customer.

9. RETENTION OF TITLE

The goods remain the property of LEMKEN until payment in full has been received. Pledging, transfer by way of security, processing or reconfiguring of the goods is not admissible prior to transfer of ownership.

10. LIABILITY

10.1 LEMKEN accepts liability only insofar as LEMKEN, its vicarious agents and/or legal representatives have acted with culpable intent or gross negligence. The liability mandated by statute, regardless of negligence or fault of LEMKEN, in particular liability under the Product Liability Act and statutory liability under a guarantee, remains unaffected by the foregoing limitations of liability. The same applies to LEMKEN's liability in the case of culpable injury to life, limb or health and to the breach of material contractual duties. Material contractual duties are in the abstract those duties, the proper fulfilment of which is paramount in the first instance for the proper performance of the contract and on the compliance with which a party to the contract may routinely rely.

10.2 In the case of injury caused by slight negligence LEMKEN is liable to an amount limited to the foreseeable loss typical of the contract.

11. RIGHT OF REVOCATION

Consumers have a right of revocation. More detailed information on the right of revocation is available from LEMKEN's [Guidance on Revocation](#)

12. SPECIAL PROVISIONS FOR APPS

12.1 From its range of smart products LEMKEN makes available software applications for mobile devices (hereinafter: apps) such as Smartphones and tablets, (hereinafter: terminal).

12.2 Where applicable, apps require the conclusion of further specific Conditions of Use prior to their installation and/or in the case of download from an app store. Thus, it is always necessary to comply with these Conditions of Use. These specific Conditions of Use take precedence over these GTC in the event of inconsistencies.

12.3 The installation and use of the app is related to the purchase of an associated smart product, with which the app is offered. It is possible, but not logical, to purchase an app without purchasing the respective product.

12.4 The prerequisite for fault-free use of the app is that the customer possesses compatible devices and has the software designated for the respective device. We should like to request our customers prior to the purchase of the product, to which the app is related and prior to the installation of the app to ascertain whether the hardware and software used makes it possible to use the app. In addition, an Internet connection is necessary in order to be able to use the app. The

installation of an appropriate Internet connection and the costs related thereto are not the object of the present services from LEMKEN.

12.5 The installation of the app software and use of the app presupposes routine data transfer on the customer's terminal. The costs of the data transfer are borne by the customer.

12.6 The apps are available for the Android and iOS operating systems.

12.7 The customer undertakes to comply with the [Licence Conditions](#) and not to use either the services from LEMKEN or the contents or a part thereof in any way not expressly authorised by the agreements.

12.8 With permission from LEMKEN the customer may have the apps re-registered to another user. A charge of 25 euros is made for this. Otherwise the customer may use the apps exclusively for his own purposes; the customer must refrain from any transfer to a third party other than by re-registration. It is the customer's responsibility to ensure that the app is transferred to a third party only by way of re-registration. Re-registration to a third party may be undertaken only as one transaction and subject to simultaneous, complete and final assignment of the user's own use. The assignment of use for payment on a temporary or partial basis to third parties is prohibited. The same applies to assignment without payment.

12.9 Use of the respective app requires registration by the customer. The customer is obliged to safeguard the registration data from abuse and unauthorised use. The customer is not entitled to pass the data to third parties.

12.10 The customer is forbidden to take all other actions, which could cause a malfunction or other impairment of the app. The customer undertakes, in particular

- not to infiltrate or attempt to infiltrate viruses, Trojan horses or other malicious codes into the apps,
- not to hack or to manipulate the apps,
- not to circumvent or attempt to circumvent any safety function on the apps,
- when using the app, to comply with the laws and provisions applicable thereto.

LEMKEN reserves the right to block access to the app, if the customer breaches these duties. This shall also apply, if the duties are breached by a third party and the customer has enabled the third party to have access to the app or is responsible for the third party having access to the app. In both cases the customer remains bound to pay the agreed price and must compensate LEMKEN for any loss sustained by it by reason of the abuse.

12.11 The customer is obliged to report immediately to LEMKEN every abusive use of the app and every other safety-related incident in connection with the app.

12.12 The customer is recommended to install updates for the app, if these are offered by LEMKEN.

12.13 LEMKEN reserves the right to modify the apps in any way reasonable for the customer, for example to develop them further and to improve their quality.

12.14 Technical malfunctions and maintenance may cause restrictions on use for limited periods. LEMKEN endeavours, however, to guarantee the highest possible degree of availability and always to correct any malfunctions as quickly as possible and to notify the customer in good time of foreseeable malfunctions.

12.15 For technical reasons there is usually a time delay in delivery of information via the apps and therefore the information cannot be used by the customer for real-time queries.

12.16 LEMKEN gives no guarantee for the permanent storage of the data transferred to the customer's terminal in the course of use of the apps. The customer himself is responsible for ensuring that during use of the apps all the data within his sphere of influence is properly backed up.

13. SPECIAL PROVISIONS FOR SOFTWARE

13.1 Through the web shop LEMKEN offers software, which the customer may use in particular for the smart products.

13.2 Each item of software, which can be downloaded from the web shop, is a copyright-protected work by LEMKEN and/or its licensors. The use of this software is regulated by the [Licence Conditions](#). By downloading, installing and/or using such an item of software the customer is acknowledging the Licence Conditions.

13.3 The customer is responsible for the correct use and application of the software. It is his responsibility to create the appropriate system requirements for the software. We should like to request our customers prior to the purchase of the product, on which the software relies and prior to the installation of the app to ascertain whether the appropriate system requirements are in place.

13.4 The customer is responsible for the security of the data generated by the software. LEMKEN gives no guarantee for permanent storage of these data.

13.5 The customer is recommended to install updates for the software, if these are offered by LEMKEN.

13.6 The customer is not authorised to modify files, to add additional files to the software or, with the exception of the cases listed in the software or in the documentation, to modify files in any

other way. In addition the customer is not entitled to undertake modifications to the software and to make these accessible to third parties or to produce copies of the software.

13.7 The customer is forbidden to take all other actions, which could cause a malfunction or other impairment of the software. The customer undertakes not to use the software to acquire or file any unlawful contents, which breach the law, governmental regulations or the rights of third parties or which jeopardise the security and integrity of the platform. The customer indemnifies and holds LEMKEN harmless from any claims whatsoever from third parties, which are attributable to the customer, including the costs incurred by such claims.

13.8 The customer is obliged to report immediately to LEMKEN every abusive use of the software and every other safety-related incident in connection with the software.

13.9 If personal data are processed during operation of the software, this occurs subject to the full responsibility and liability of the customer. The customer affirms that he shall process personal data in conformity with the law.

14. AGRIROUTER

In its web shop LEMKEN refers visitors to the agrirouter website. Agrirouter is an information hub, which enables data to be transferred simply between machines and farm management software. It is a platform of DKE-Data GmbH & Co. KG, Albert-Einstein-Straße 42, 49076 Osnabrück. The customer is directed from the LEMKEN web shop to the agrirouter site and is required to register on it. Your attention is directed to the agrirouter [Conditions of Use](#).

15. NEXT MACHINE MANAGEMENT

15.1 LEMKEN offers an annual licence for NEXT Machine Management via the web shop. The minimum contract period is 12 months from date of activation. If the contract is not effectively terminated after this period, the contract period is automatically extended by a further 12 months.

15.2 The licence is activated on the NEXT Farming company website. The customer is directed to the NEXT Farming site, where he must also register. In this instance LEMKEN acts solely as a sales partner and therefore directs the customer to the NEXT Machine Management [Conditions of Use](#).

15.3 The use of the NEXT Machine software and the NEXT Machine app is regulated by the [Licence Conditions](#). By downloading, installing and/or using such an item of software the customer is acknowledging the Licence Conditions.

16. DAMAGE IN TRANSIT

If the goods are delivered with obvious transport damage, please make your claim for these errors to the delivery agent and please contact us as quickly as possible. Our customer service is available to you for this purpose for products from the merchandising shop on +49 2802 81-0 and by e-mail on info@lemken.com. As regards products from the iQblue shop our customer service is available to you on +49 2802 81-8801 and by e-mail on smartfarming@lemken.com. The failure to make a claim or make contact has no consequences of any kind for your legal rights under the guarantee. However, by doing so, you will assist us to assert our own claims against the freight forwarder or goods in transit insurance.

17. WARRANTY

17.1 The statutory provisions on warranties apply.

17.2 If the customer is an entrepreneur the following provisions apply by way of derogation:

- a) LEMKEN has the choice of type of supplementary performance;
- b) the warranty period is twelve months;
- c) pre-owned objects are delivered by agreement with the customer subject to the exclusion of any warranty whatsoever. This shall not apply for liability for injury to life, limb or health and in the case of gross negligence within the meaning of § 309 No. 7 (b) German Civil Code.

17.3 If the customer is a merchant, the prerequisite for any warranty rights of the customer is the proper fulfilment of all the duties of inspection and notification of defects in accordance with § 377 German Commercial Code.

18. FINAL CLAUSES

18.1 These GTC are governed by the law of the Federal Republic of Germany to the exclusion of the rules of conflict in international private law and to the exclusion of the United Nations Convention on Contracts for the Sale of Goods. In the course of business with consumers domiciled in the European Union the law in the country of residence of the consumer may be applicable by way of exception, if the matter concerns mandatory provisions of consumer protection law.

18.2 If the customer is a merchant, a corporate body under public law, or a special fund under public law, Alpen shall be the Court of jurisdiction for all disputes arising from the contractual relationships between the customer and LEMKEN. In this case LEMKEN may also elect to bring legal proceedings at the customer's registered office or at any other legal Court of jurisdiction.

18.3 The language of the contract is German.

18.4 Should any provision in these General Terms and Conditions of Business be invalid, the remaining provisions of the contract as a whole shall remain valid. The relevant statutory provisions shall apply in place of the invalid provisions.

19. INFORMATION ON THE BATTERIES ACT

Since our shipments may include batteries and accumulators, we are obliged under the Batteries Act to draw your attention to the following: batteries and accumulators must not be disposed of in household waste; you are legally obliged to return used batteries and accumulators. Old batteries may contain hazardous substances, which can harm the environment or health if not stored or disposed of correctly. However, batteries also contain valuable raw materials, such as iron, zinc, manganese and nickel and can be recycled. You can either return used batteries to us or hand them in free of charge in your immediate neighbourhood (e.g. to a shop or municipal collection point or our dispatch warehouse). The number of batteries handed in at points of sale by the end user is restricted to quantities commonly used in the average household and to those types of old batteries, which the retailer stocks or has stocked in his range of new batteries.



The symbol of a dustbin with a cross through it means that you must not dispose of batteries and accumulators in the household waste. Below this symbol there are the following additional symbols with the following meanings:

Pb: battery contains lead

Cd: battery contains cadmium

Hg: battery contains mercury

B. Information on concluding a contract in electronic commerce

1. CONTRACTUAL PARTNER

The customer's contractual partner is

LEMKEN GmbH & Co. KG
represented by the Managing Director, Anthony van der Ley
Weseler Straße 5
46519 Alpen

Telephone +49 2802 81-0

Fax +49 2802 81-262

e-mail: info@LEMKEN.com

Registration Court: Kleve County Court

Registration number: HRA 2375

2. CONCLUDING A CONTRACT IN ELECTRONIC COMMERCE

2.1 The contract between LEMKEN and the customer is concluded in accordance with our General Terms and Conditions of Business.

2.2 The language available for the conclusion of the contract is German.

3. STORAGE OF THE CONTRACTUAL TEXT

LEMKEN stores the contractual text and on the despatch of the customer's order sends the customer an e-mail containing the order data and the present GTC. In addition, the contractual text is archived on the vendor's website and can be accessed free of charge by the customer via his password-protected customer account by entering the relevant log-in data, provided that the customer has set up a customer account in the vendor's online shop prior to despatching his order.

4. ESSENTIAL FEATURES OF THE GOODS OR SERVICE

The essential features of the goods and services offered by us and the term of validity of limited-term offers are available in the individual product descriptions displayed in our Internet offer.

5. INFORMATION ON PAYMENT, DELIVERY OR COMPLIANCE

Payment for, delivery and performance of our goods and services are governed by our aforesaid General Terms and Conditions of Business (see above). These are also shown with the respective offer.

6. INFORMATION ON THE INDIVIDUAL TECHNICAL STAGES, WHICH LEAD TO THE CONCLUSION OF THE CONTRACT AND POSSIBILITY OF RECTIFICATION

When a customer has found a product, he can without obligation place this item from the product overview into the shopping cart by clicking the button, "Shopping Cart". The customer is then shown an overview of the shopping cart. Individual items can be removed from the shopping cart and corrected by clicking the cross next to the respective product. By activating the button, "Edit shopping cart" the customer can also modify the contents of the shopping cart. If the shopping cart is correct, the customer is directed to the check-out by clicking on the "Check-out" button. The customer is then requested to enter the relevant data. If the customer is already registered, these are entered accordingly. However, the customer may perform the order process without setting up a customer account. Prior to submitting the order the customer can check his entries throughout the process and can correct them prior to final despatch of his order. By click-

ing the button, "Confirm Purchase" the customer irrevocably concludes the order process. The process can be cancelled at any time by closing the browser window.

Acceptance of the order is subject to our General Terms and Conditions of Business (see above).

7. CODE OF CONDUCT

7.1 LEMKEN has not committed itself to any code of conduct.

7.2 The customer must comply with LEMKEN's Code of Conduct.

8. FURTHER INFORMATION

This information is not exhaustive. Further pre-contractual duties of information ensue in direct connection with the product offered and as part of the order process.

C. ONLINE DISPUTE REGULATION AND CONSUMER DISPUTE REGULATION

1. ONLINE DISPUTE REGULATION

The European Commission provides a platform, which makes possible online settlement of disputes between consumers and traders (ODR platform). The platform can be accessed on <http://ec.europa.eu/consumers/odr>.

2. GERMAN CONSUMER DISPUTE RESOLUTION ACT

LEMKEN is neither obliged nor prepared to participate in dispute settlement proceedings before a Consumer Arbitration Board.

D. RETRIEVAL OF THE GENERAL TERMS AND CONDITIONS OF BUSINESS AND INFORMATION ON CONCLUDING A CONTRACT IN ELECTRONIC COMMERCE

You can access and print out our General Terms and Conditions of Business and Information on Concluding a Contract in Electronic Commerce as amended from the link, [GTC](#).

[Download](#) the General Terms and Conditions of Business and Information on Concluding a Contract in Electronic Commerce as a PDF.



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