








NEOMERIS



NEOMERIS 2022
PH & -ORP ELECTRODE CATALOGUE



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	Neomeris pH Pool Basic			Neomeris pH Pool Advanced Double Diaphragm	
Product illustration:					
Scope of application:	Swimming pool, aquarium			Wastewater sampling, ground-water, Environmental & Source Monitoring	
Range of application:	0 - 14 pH			0 - 14 pH	
Temperature range:	0 - 60°C			0 - 80°C	
Max. Pressure:	3 bar			3 bar	
Electrode length:	122mm (total 160mm)			122mm (total 160mm)	
Process connection:	Accessories T-piece with adapter: 1/2" (891348) or 3/4" (891347)			Accessories T-piece with adapter: 1/2" (891348) or 3/4" (891347)	
Temperature sensor:	n/a			n/a	
Electrical connection:	BNC			BNC	
Stock material:	Polycarbonate			Ultem®	
Bulb Protection:	Slots			Teeth	
Reference electrodes Electrolyte:	Gel			Gel	
Diaphragm:	Pellon		Double Pellon	Double Pellon	
Min. medium conductivity:	50 µS/cm			50 µS/cm	
Mounting position:	Vertical (45° - 125°)			Vertical (45° - 125°)	
Cable length:	1 meter	3 Meter	1 Meter	1 meter	3 meter
Differences:	Inexpensive solution		Version double diaphragm	higher temperature resistance	
Articlenumber:	891325	891326	891324	891327	891328



Plastic pH electrodes

	Neomeris pH pool professional		Neomeris pH pool professional HT
Product illustration:			
Scope of application:	Swimming pool, Strantrol® replacement; Industrial water treatment plants		Swimming pool, water treatment, Drinkingwater, boiler feed water, Municipal-sewage treatment plant
Range of application:	0 - 14 pH		0 - 14 pH
Temperature range:	0 - 60°C		0 - 80°C
Max. Pressure:	100 psi		70 psig
Electrode length:	130 mm over all		132 mm over all
Process connection:	1/2" NP Threaded		1/2" NP Threaded
Temperature sensor:	n/a		n/a
Electrical connection:	yellow BNC connector plug		BNR; requires cable (by customer)
Stock material:	CPVC		PPS
Reference electrodes Electrolyte:	Gel		Gel
Diaphragm:	HDPE		HDPE
Min. medium conductivity:	50 µS/cm		50 µS/cm
Mounting position:	Vertical (45° - 125°)		Vertical (45° - 125°)
Cable length:	0,90 meter	3 meter	n/a
Articlenumber:	891345	891336	891338


	Neomeris Redox Pool Basic				Neomeris Redox Pool Advanced	
Product illustration:						
Scope of application:	Pool, groundwater, drinking water				Pool, groundwater, drinking water	
Range of application:	+/- 2000 mV				+/- 2000 mV	
Temperature range:	0 - 60°C				0 - 80°C	
Max. Pressure:	3 bar				3 bar	
Electrode length:	122mm (total 160mm)				122mm (total 160mm)	
Process connection:	Accessories T-piece with adapter: 1/2" (891348) or 3/4" (891347)				Accessories T-piece with adapter: 1/2" (891348) or 3/4" (891347)	
Temperature sensor:	n/a				n/a	
Electrical connection:	BNC				BNC	
Stock material:	Polycarbonate				Ultem®	
Bulb Protection:	Slots				Teeth	
Reference electrodes Electrolyte:	Gel				Gel	
Diaphragm:	Pellon		Double Pellon		Double Pellon	
Min. medium conductivity:	n/a				n/a	
Mounting position:	Vertical (45° - 125°)				Vertical (45° - 125°)	
Cable length:	1 meter				1 meter	
Differences:	Platinum - for standard pool applications, Environmental	Gold - use in conjunction with chlorine gas device	Platinum - for standard pool applications, Environmental	Gold - use in conjunction with chlorine gas device	Platinum - for standard pool and environmental use, high temperature resistance.	Gold - use in conjunction with chlorine electrolysis, high temperature resistance.
Articlenumber:	891332	891333	891330	891331	891334	891335

Plastic ORP electrodes

	Neomeris Redox pool professional		Neomeris Redox pool professional HT	
Product illustration:				
Scope of application:	Swimming pool, Strantrol® replacement; Industrial water treatment plants		Swimming pool, water treatment, Drinkingwater, boiler feed water, Municipal sewage treatment plant	
Range of application:	+/- 1000 mV		+/- 1000 mV	
Temperature range:	0 - 60°C		0 - 80°C	
Max. Pressure:	100 psi		70 psig	
Electrode length:	130 mm over all		132 mm over all	
Process connection:	1/2" NP Threaded		1/2" NP Threaded	
Temperature sensor:	n/a		n/a	
Electrical connection:	blue BNC connector plug		BNR; requires cable (by customer)	
Stock material:	CPVC		PPS	
Reference electrodes Electrolyte:	Gel		Gel	
Diaphragm:	HDPE		HDPE	
Min. medium conductivity:	n/a		n/a	
Mounting position:	Vertical (45° - 125°)		Vertical (45° - 125°)	
Cable length:	0,90 meter	4 meter	n/a	
Articlenumber:	891346	891337	891339	891340

	Neomeris pH Pool Basic Glass	Neomeris pH Pool Advanced Glass
Product illustration:		
Scope of application:	Plants & Crops Monitoring	Environment, Wastewater & Other Sampling Applications
Range of application:	0 - 14 pH	0 - 14 pH
Temperature range:	0 - 60°C	0 - 80°C
Max. Pressure:	1 bar	1 bar
Electrode length:	112mm (total 150mm)	112mm (total 150mm)
Process connection:	Accessories T-piece with adapter: 1/2" (891348) or 3/4" (891347)	Accessories T-piece with adapter: 1/2" (891348) or 3/4" (891347)
Temperature sensor:	n/a	n/a
Electrical connection:	BNC	BNC
Stock material:	Glass	Glass
Reference electrodes Electrolyte:	Liquid 3.5 M KCl/ AgCl	Liquid 3.5 M KCl/ AgCl
Diaphragm:	Single	Double
Diaphragm material:	Ceramic	Ceramic
Min. medium conductivity:	50 µS/cm	50 µS/cm
Mounting position:	Vertical (45° - 125°)	Vertical (45° - 125°)
Cable length:	1 meter	1 meter
Differences:	Laboratory electrode, refillable, standard applications, single diaphragm	Laboratory electrode, refillable, standard applications, double diaphragm
Articlenumber:	891341	891342

Glass pH electrodes

Neomeris pH Pool Professional Glass	
Product illustration:	
Scope of application:	Pool, general laboratory applications
Range of application:	0 - 14 pH
Temperature range:	0 - 80°C
Max. Pressure:	3 bar
Electrode length:	120 mm
Process connection:	PG13.5
Temperature sensor:	n/a
Electrical connection:	n/a
Stock material:	Glass
Reference electrodes Electrolyte:	Gel
Diaphragm:	Ceramic HDPE
Min. medium conductivity:	50 µS/cm
Mounting position:	Vertical (45° - 125°)
Cable length:	n/a
Differences:	Higher requirements for chemical resistance
Articlenumber:	891343 891344

Terms of sale

Applicable to business transactions with consumers, consumers, tradesmen, freelancers, legal entities under public law and special funds under public law.

1. General

- 1.1. All of our deliveries, services and offers are made exclusively based on these General Terms and Conditions of Delivery. They are an integral part of all contracts that we conclude with our contractual partners regarding the deliveries or services that we offer. They also apply to all future deliveries, services or offers to our customers, even if they are not separately agreed again.
- 1.2. Our Terms and Conditions of Sale apply exclusively. We acknowledge general terms and conditions of business of our customers that contradict or deviate from our Terms and Conditions of Sale only to the extent that we have expressly agreed to - at least in text form in accordance with § 126b of the German Civil Code (Bürgerliches Gesetzbuch, „BGB“). Our provision of services in knowledge of the general terms and conditions of business of our customer (for example, as the delivery of goods) does not signify any consent.
- 1.3. The sale, resale, and scheduling of deliveries and services and any related technology or documentation may be subject to German, EU, and US export control laws, and possibly export control laws of other countries. Any resale of goods to embargoed countries or to denied persons or to persons that use or may use the goods for military purposes, ABC weapons, or nuclear technology is subject to approval. With its order, the customer declares compliance with such laws and regulations, and that the deliveries and services are not supplied directly or indirectly to countries that prohibit or restrict the import of such goods. The customer declares that it has obtained all approvals necessary for export or import.
- 1.4. The presentation of the products in our online shops do not constitute legally binding offers, they are non-binding online catalogues.

2. Conclusion of and amendments to contracts, form

- 2.1. Any orders, transactions or delivery requests of our customer, along with any amendments or supplements, must be in text form acc. § 126b BGB.
- 2.2. Legally relevant declarations and notifications of the customer with regard to the contract (for example, the setting of a deadline, notification of defects, withdrawal or reduction) must be made in writing; i.e. in written or text form (for example, letter, e-mail, fax). This shall not affect formal statutory requirements and further evidence, in particular in cases of doubt as to the authority of the declarant.
- 2.3. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) shall, in any case, take precedence over these General Terms and Conditions of Sale. Subject to evidence to the contrary, a written contract or our written confirmation in text form (§ 126 b BGB) shall approve the content of such agreements.
- 2.4. The customer's ordering of goods shall be regarded as a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two weeks after we received it. Acceptance can be declared either in writing (for example, through order confirmation) or through the delivery of the goods to the customer.
- 2.5. By clicking on the button „submit order“ in the online shop, you submit a binding offer of contract (§ 126b BGB). After receipt of your contract offer in our company, you will receive a message automatically ge-

nerated by the online shop that we have received your order via the shop system (order confirmation). This order confirmation does not constitute our legally binding acceptance of your contractual offer. After receipt of your online shop order in our company, the order data, the legally required information on distance contracts and the terms and conditions of sale will be sent to you by e-mail. We can accept your online shop contract offer within 2 weeks of receipt at our company. Acceptance by us can be confirmed to you as the purchaser either in writing (e.g. by order confirmation) or by delivery of the goods directly.

- 2.6. Information provided by the seller regarding the subject matter of the delivery or service (for example, weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) and our representations of the same (for example, drawings and illustrations) are only approximately applicable, unless usability for the contractually intended purpose requires exact conformity. They do not comprise guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations customary in the trade and deviations that occur due to legal regulations or that represent technical improvements, along with the replacement of components by equivalent parts, are permissible provided that they do not impair usability for the contractually intended purpose.
- 2.7. Should there be any typing, printing, graphic or calculation errors or other discrepancies in the online shop, we are entitled to withdraw from the contract at any time.

3. Prices

- 3.1. Our offers are non-binding unless otherwise expressly stated.
- 3.2. The prices set forth in our order confirmations shall be solely controlling. Additional services are invoiced separately.
- 3.3. All prices are net prices and exclude sales tax. which our customer must must also pay in its respective statutory amount. If the customer is a consumer, the net prices, as well as any freight and transport costs incurred, are exclusive of the applicable statutory value added tax.
- 3.4. Unless expressly agreed otherwise, our prices apply ex works, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods shall be shipped to a different destination (sales shipment). Our customer must bear additional freight and/or transport costs, packaging costs exceeding those customary in the trade, public charges (including withholding tax) and customs duties.

4. Delivery

- 4.1. Deviations from our contracts and order confirmations are only permitted with our prior consent in text form acc. § 126b BGB.
- 4.2. Unless expressly agreed otherwise, we deliver ex works (INCOTERMS 2010: EXW). Risk shall pass to the customer upon leaving the supplier's factory or warehouse. Delivery shall be deemed to have taken place upon delivery within the meaning of the applicable Incoterms 2010 clause. Delivery periods shall only be deemed agreed after express confirmation in text form in accordance with § 126b BGB. Delivery periods shall commence on the date of our order confirmation, but not before all details of the order have been unambiguously clarified and any necessary certificates have been provided. They shall be deemed to have been complied with upon timely notification of readiness for dispatch if the goods cannot be dispatched on a timely basis without our culpability.

- 4.3. For periods and deadlines that are not expressly designated as fixed in the order confirmation, two weeks after their expiration, our customer may set for us a reasonable period for the delivery / service. Only after the expiration of this grace period will we be in delay.
- 4.4. Without prejudice to our rights arising from the default of the customer, periods and deadlines shall be extended by the period of time in which the customer does not satisfy its obligations towards us. In the event of a breach of a duty on our part, we shall be liable for damages only in accordance with Section 9 of these terms and conditions.
- 4.5. We are entitled to engage in partial deliveries if they are reasonably acceptable for our customer.
- 4.6. Our customer shall be entitled to withdraw from the contract after two unsuccessful grace periods, unless the hindrance is merely temporary and the postponement of the delivery date is reasonably acceptable for our customer.
- 4.7. If our customer is entitled to a contractual or statutory right of withdrawal and we set a reasonable period for our customer for its exercise of such right, the right of withdrawal shall expire if the withdrawal is not declared prior to the expiration of such period.
- 4.8. If we do not adhere to the agreed deadlines, the statutory provisions shall apply. If we foresee difficulties regarding advance delivery, the adherence with delivery deadlines or similar circumstances, which could prevent us from making a timely delivery or a delivery in the agreed quality, we shall notify our customer without delay.

5. Force majeure

- 5.1. An event of force majeure, an operational disturbance for which we are not responsible, an event of unrest, administrative measures, and other unavoidable events shall release us from the obligation to make a timely delivery / provide timely service for the duration of the existence of such force majeure.
- 5.2. The provisions of Section 5.1 shall also apply in the event of a labor dispute.

6. Shipping and passage of risk

- 6.1. Unless otherwise expressly agreed, shipping and transport takes place at the risk of the customer. The risk shall pass to the customer as soon as the shipment has been delivered to the person performing the transport.
- 6.2. If the dispatch of the delivery is delayed for reasons for which our customer is responsible, the risk of accidental deterioration and accidental loss shall pass to our customer with the notification of the readiness for shipment. Upon such an event, our customer shall bear the storage costs after the passage of risk. Claims going beyond this shall remain unaffected.
- 6.3. If the goods cannot be delivered at the place of delivery specified by you and are returned to our company, additional freight costs for the return and new shipment will be incurred, which must be borne by the ordering party. We will charge an additional fee of €7.50 net plus VAT for the additional administrative costs incurred as a result.

- 6.4. If our customer is in default with its acceptance, we shall be entitled to demand compensation for any expenses that arise from this; upon the occurrence of acceptance default, the risk of accidental deterioration and accidental loss shall pass to our customer.
- 6.5. To the extent that an acceptance must take place, the purchased item shall be deemed to have been accepted, if
- delivery and, if we also owe installation, the installation has been completed,
 - we have informed the customer of this concerning the notional acceptance in accordance with this number 6.4 and have requested him to accept,
 - twelve working days have elapsed since delivery or installation, or the customer has begun to use the purchased item (for example, the delivered system has been put into operation) and in such a case six working days have elapsed since delivery or installation and the customer has refrained from acceptance within this period for reasons other than a defect, notified to the seller, that makes the use of the purchased item impossible or substantially impairs it

7. Payment terms

- 7.1. Payments shall be made in advance or on invoice. We reserve the right, without giving reasons, not to comply with the request for payment on invoice. Payments by invoice must be made within 7 days of the invoice date. The receipt of the payment on our bank account is decisive for the timeliness of the payment.
- 7.2. Our customer shall only be permitted to withhold payments that are due or engage in an offset with counterclaims if such counterclaims are undisputed or have been legally established.
- 7.3. If the event of a payment default or a cessation of payments by our customer, all of our claims shall be immediately due. In all of such specified cases, we shall also be entitled to make any outstanding deliveries only against advance payment or the provision of security, and, if the advance payment or provision of security is not made within two weeks, withdraw from the contract without setting a new deadline. Claims going beyond this shall remain unaffected.

8. Retention of title

- 8.1. All delivered goods shall remain our property (goods subject to retention of title) up to the fulfillment of all claims, regardless of the legal grounds, arising from the legal relationship underlying the delivery.
- 8.2. Upon the processing, combining and mixing of the goods subject to retention of title with other goods by the customer, we shall be entitled to co-ownership in the new products in the proportion of the invoice value of the goods subject to retention of title to the value of the other goods involved. If our ownership is extinguished through processing, combining, or mixing, the customer herein assigns to us the ownership rights to which it is entitled in the new items or products to the extent of the value of the goods subject to retention of title, and shall hold them in custody on our behalf at no charge. The co-ownership rights that arise from this shall be deemed to be goods subject to retention of title within the meaning of Section 8.1.
- 8.3. Our customer is entitled to further process the goods subject to retention of title, combine or mix them with other products or resell them only in the ordinary course of business and as long as it is not in delay. Any other disposal of the goods subject to retention of title is not permitted. We must be notified without delay of any attachments or any other access to the goods subject to retention of title undertaken by any third party. All intervention costs shall be borne by our customer, to the extent that they cannot be recovered from the third party. If our customer grants its buyer additional time for the payment of the purchase price,

in respect of such party, it must reserve ownership in the goods subject to retention of title at the same terms under which we have reserved ownership upon the delivery of the goods subject to retention of title. Otherwise, our customer shall not be authorized to resell the goods subject to retention of title.

- 8.4. Any claims of our customer arising from the resale of the goods subject to retention of title are hereby assigned to us. They serve as security to the same extent as the goods subject to retention of title. Our customer shall only be entitled and authorized to resell the goods subject to retention of title if it is certain that the claims to which it is entitled from them will be transferred to us.
- 8.5. If the goods subject to retention of title are sold by our customer, together with other goods that we have not delivered, at one overall price, the assignment of the claim arising from the sale shall take place in the amount of the invoice value of our goods subject to retention of title that are sold.
- 8.6. If the assigned claim is included in a current account, our customer hereby assigns to us that part of the balance that is equivalent to the amount of such claim, including the final balance arising from the current account.
- 8.7. Until our revocation, our customer is authorized to collect the claims assigned to us. We shall be entitled to a revocation if our customer does not properly comply with the payment obligations arising under the business relationship with us. If the conditions for the exercise of the right of revocation are present, our customer must, at our request, promptly disclose to us the assigned claims and their obligors, provide all information necessary for the collection of the claims, deliver to us the associated documents and notify the obligors of the assignment. We shall also be entitled to notify the obligors of the assignment.
- 8.8. If the value of the items of collateral existing for us exceeds, as a whole, the secured claims by more than fifty (50) percent, at the request of our customer, we shall be obligated to release items of collateral at our discretion.
- 8.9. If we assert the retention of title, this shall only apply as a withdrawal from the contract if we expressly state this. The right of our customer to possess the goods subject to retention of title shall lapse if it does not fulfill its obligations arising under this contract.

9. Claims for defects and resources

- 9.1. The customer's rights in the event of material defects and defects of title (including incorrect and shortfall deliveries along with improper assembly or defective assembly instructions) shall be governed by the statutory provisions unless otherwise specified below. In all cases, this shall not affect the special statutory provisions in the case of final delivery of unprocessed goods to a consumer, even if the consumer has further processed them (supplier recourse pursuant to § 478 et seq. BGB). Claims arising from supplier recourse shall be barred if the defective goods have been further processed by the customer or another company, for example through installation in another product.
- 9.2. The basis of our liability for defects is, above all, the agreement reached regarding the condition of the goods. If the condition has not been agreed, whether or not a defect exists is to be assessed according to the statutory provision (§ 434 (1)(2) and (3) BGB). However, we do not accept any liability for public statements made by the manufacturer or other third parties (for example, advertising statements) that the customer has not pointed out to us as decisive for its purchase.
- 9.3. The customer's claims based on defects presuppose that it has fulfilled its statutory duties to inspect and give notice of defects (§ 377, 381 et seq. of the German Commercial Code (Handelsgesetzbuch)). In the case of building materials and other goods intended for installation or other further processing, an inspec-

tion must always be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later point in time, we must be notified of it in writing without delay. In any case, obvious defects must be reported in writing within five working days of delivery, and defects not recognizable during inspection must be reported within the same period from their discovery. If the customer fails to engage in proper inspection and/or to give notice of defects, our liability for any defect not reported or not reported promptly or not properly shall be barred in accordance with the statutory provisions.

- 9.4. If the delivered item is defective, we can initially choose whether we shall provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). This shall not affect our right to refuse subsequent performance under the statutory conditions.
- 9.5. We shall be entitled to make the subsequent performance that is owed dependent on the customer paying the purchase price that is due. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 9.6. The customer must give us the time and opportunity required for the subsequent performance that is owed; in particular, it must hand over the goods subject to inspection for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its reinstallation if we were not originally obligated to install it.
- 9.7. If a defect actually exists, we shall bear or provide reimbursement for the expenses necessary for inspection and subsequent performance, in particular transport, travel, labour and material costs along with any dismantling and installation costs, in accordance with the statutory provisions. Otherwise, we may demand that the customer reimburse us for the costs incurred as a result of the unjustified request to remedy the defect (in particular, testing and transport costs).
- 9.8. If the subsequent performance has failed, or a reasonable period to be set by the customer for the subsequent performance has expired unsuccessfully or is unnecessary according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. However, in the case of an insignificant defect, there shall be no right of withdrawal.
- 9.9. Claims of the customer for compensation or the reimbursement of futile expenses shall only exist in accordance with number 11, even in the case of defects, and otherwise shall be barred.
- 9.10. If our operating or maintenance instructions are not followed, changes to the deliveries or services are undertaken, parts are replaced or consumable materials that do not meet the original specifications are used, any warranty shall be rendered inapplicable, unless our customer can prove that the defect is not based on any of such actions.
- 9.11. The period of limitations for claims for defects shall be 12 months. This does not apply to claims for damages of our customer based on compensation for damages to body or health caused by a defect for which we are responsible, or based on intentional, or grossly negligent culpability.

10. Product liability

Prior to any recall action that is due, in whole or in part, to a defect in the contractual object that we have delivered, we shall inform our customer in order to give it the possibility of cooperating with us in carrying out the exchange in a sufficient manner, unless our notification or participation is not possible because of the particular

urgency. To the extent that a recall action is due to a defect in the contractual object that we have delivered, we shall bear the necessary costs of the recall action.

11. Compensation of damages

- 11.1. Our liability for damages, for whatever legal grounds, in particular, impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations or tortious action shall be limited in accordance with this number 11 to the extent that this depends on culpability.
- 11.2. We shall be liable for the compensation of damages – regardless of the legal grounds – within the scope of faultbased liability in cases of intent and gross negligence. In the event of ordinary negligence, we shall be liable, subject to statutory limitations of liability (for example, diligence in our matters; insignificant breach of duty), only
- a for damages arising from any injury to life, body or health,
 - b for damages arising from the breach of an essential contractual duty (obligation, the fulfilment of which is essential for the proper performance of the contract and the observance on which the contractual partner regularly relies and may rely); upon such an event, however, our liability shall be limited to compensation for foreseeable damages that typically occurs.
- 11.3. The liability limitations arising from 11.2 shall also apply to breaches of duty by or for the benefit of persons for whose culpability we are responsible in accordance with statutory provisions. They shall not apply if we have wilfully concealed a defect or assumed a guarantee for the condition of the goods and claims of the purchaser under the Product Liability Act (Produkthaftungsgesetz).
- 11.4. For any breach of duty that does not consist of a defect, the purchaser may withdraw from the contract or terminate the contract only if we are responsible for the breach of duty. An unrestricted right of termination on the part of the purchaser (in particular in accordance with § 650, 648 et seq. BGB) is barred. In all other respects, statutory requirements and legal consequences shall apply

12. Period of Limitations

- 12.1. Notwithstanding § 438 (1)(3) BGB, the general period of limitations for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the period of limitations shall commence upon acceptance.
- 12.2. To the extent that we carry out installation, repair or maintenance work on behalf of the customer, the general period of limitations for claims arising from faulty contractor services shall be six months from the acceptance of the repair work, notwithstanding § 634 a (1) (1), (3) BGB.
- 12.3. The preceding limitation periods of the purchase right also apply to contractual and non-contractual claims for damages on the part of the purchaser, which are based on a defect of the goods, unless the application of the regular statutory period of limitations (§ 195, § 199 BGB) would lead in individual cases to a shorter period of limitations.
- 12.4. Claims for the compensation of damages of the purchaser according to § 11.2 for intentional conduct, gross negligence, injury to life, body or health or according to the Product Liability Act (Produkthaftungsgesetz) shall be time-barred exclusively according to the statutory period of limitations.

13. Rights of withdrawal and termination

- 13.1. Beyond the statutory rights of withdrawal, we shall also be entitled to withdraw from or terminate the contract with immediate effect if
- our customer becomes unable to pay or over-indebted or
 - our customer has discontinued its payment.
- 13.2. We shall also be entitled to withdraw from or terminate the contract if our customer requests the opening of insolvency proceedings over its assets or comparable proceedings for the settlement of debts.
- 13.3. If, based on the preceding contractual rights of withdrawal or termination, we withdraw from or terminate the contract, the customer must provide compensation to us for any damages that arise from this, unless it is not responsible for the emergence of rights of withdrawal or termination.
- 13.4. Statutory rights and claims are not limited by the provisions contained in this Section 11.

14. Consumer right of cancellation

- 14.1. Consumers have the right to cancel the concluded contract within fourteen days without giving reasons. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods.

In order to exercise your right of withdrawal, you must inform us (Gebrüder Heyl Vertriebsgesellschaft mbH, Max-Planck-Str. 16, 31135 Hildesheim, Germany, vertrieb@heyhneomeris.de, Fax: +49 (0) 51217609-44) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the enclosed model withdrawal form for this purpose, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

- 14.2. Consequences of cancellation

For consumers who cancel the concluded contract, we must refund all payments received, including delivery costs, without delay and at the latest within fourteen days of the day on which we received notification of your cancellation of the concluded contract (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us). For this repayment, we will use the same means of payment that you used for the original transaction, unless we have expressly confirmed otherwise. In no case will there be any costs due to the repayment. This repayment will only take place after receipt of the goods demonstrably delivered to us; the customer must provide proof of this.

You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of the concluded contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods.

In the case of goods which, due to their nature, cannot be returned by standard parcel (bulky goods/freight forwarding goods), the customer must bear the costs, which amount to 99 euros for such goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

The right of withdrawal does not apply to the following contracts:

Contracts for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded.
Contracts for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

Contracts for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature.

There is no right of withdrawal for contracts with companies, commercial buyers, freelancers, authorities, municipal institutions, associations, public institutions and trade.

Note: On the last page you will find a sample revocation form.

15. Environmental protection and disposal

Gebrüder Heyl Vertriebsgesellschaft mbH is obliged to comply with the law on the sale, return and environmentally friendly disposal of batteries and accumulators (Battery Act - BattG). We are obliged to take back batteries and accumulators purchased from us free of charge.

Batteries or accumulators that contain harmful substances are marked with the symbol of a crossed-out waste



Near the dustbin symbol is the chemical name of the pollutant.

Pb: Battery contains lead

Cd: Battery contains cadmium

Hg: Battery contains mercury

Batteries and rechargeable batteries must not be disposed of in household waste. You can return used batteries and rechargeable batteries to us or dispose of them at the collection points set up for this purpose. In case of return to Gebrüder Heyl Vertriebsgesellschaft mbH, the shipment must be sufficiently stamped.

16. Environmental protection and disposal

16.1. All of the business or technical information that we have made available (including features that can be inferred from objects, documents or software that have been delivered, and any other knowledge or experience), as long as and to the extent that they are not verifiably known to the public, must be kept secret from third parties, and, within the customer's own operations, may be made available only to those persons who necessarily must be involved for their use for the purpose of the delivery and are likewise bound to confidentiality; they remain our exclusive property. Without our prior written consent, such information may not be reproduced or used commercially. At our request, all of the information originating from us (including copies or records, if applicable) and any objects provided on loan must be fully returned to us or destroyed without delay.

16.2. We reserve all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models, semiconductor protection, etc.). To the extent, such information has been provided by third parties, such reservation of rights shall also apply for the benefit of such third parties.

17. Environmental protection and disposal

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18. Consumer arbitration board

The European Commission provides a platform for online dispute resolution (ODR), which you can find here: <http://ec.europa.eu/consumers/odr/>

We are willing to participate in an out-of-court arbitration procedure before a consumer arbitration board.

19. General provisions

- 19.1. If any provision of these terms and conditions and the additional agreements that have been made are invalid or unenforceable, this shall not affect the validity of the remaining provisions. The contracting parties shall be obligated to replace the invalid provision with a provision that comes as close as possible to it in its economic effect.
- 19.2. The laws of the Federal Republic of Germany, to the exclusion of uniform international law, in particular U.N. sales law, shall apply to these terms and conditions and all legal relationships between our customer and us. In the case of consumers, this choice of law shall only apply to the extent that the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn as a result (favourability principle).
- 19.3. Legal venue for all disputes that directly or indirectly arise from contractual relationships based on these terms and conditions of purchase shall be Hildesheim.

Status: 01.04.2022

Sample cancellation form

(If you want to cancel the contract, please fill out and return this form).

To Gebrüder Heyl Vertriebsgesellschaft mbH, Max-Planck-Straße 16, 31135 Hildesheim, Germany,
vertrieb@heylnemeris.de, Fax: +49 (0) 5121 7690-44.

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods / the provision of the following service (*).

- Ordered / Received (*) on: _____
- Name of the consumer(s): _____
- Address of the consumer(s): _____

Signature of the consumer(s): _____

Date: _____

(*) delete incorrect.

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