

# General Terms and Conditions

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## 1) Scope of Application

**1.1** These General Terms and Conditions (hereinafter referred to as "GTC") of the company P&K Lie GmbH (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

**1.2** A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity.

**1.3** A trader pursuant to these GTC is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

## 2) Conclusion of the Contract

**2.1** The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but are merely descriptions which allow the Client to submit a binding offer.

**2.2** The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button

finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the virtual basket. The Client may also submit his offer to the Seller by e-mail, fax, per online contact form, post or telephone.

**2.3** The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail), insofar as receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client, insofar as receipt of goods by the Client is decisive, or
- by requesting the Client to pay after placing his order.

The contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer, with the effect that the Client is no longer bound by his statement of intent.

**2.4** When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this.

**2.5** Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by attentively reading the information displayed on the screen. Use of the enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors.

The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

**2.6** The German and the English language are exclusively available for the conclusion of the contract.

**2.7** Order processing and contacting usually take place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

### **3) Right to Cancel**

**3.1** Consumers are entitled to the right to cancel.

**3.2** Detailed information about the right to cancel is provided in the Seller's instruction on cancellation.

**3.3** The right to cancel does not apply to consumers who are not nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address are located outside the European Union at the time of

concluding the contract.

#### **4) Prices and Payment Conditions**

**4.1** Unless otherwise stated in the product descriptions, prices indicated are total prices and include the statutory value-added tax. Any possible additional delivery and dispatch costs are specified separately in the respective product description.

**4.2** Payment can be made using one of the methods mentioned in the Seller's online shop .

**4.3** In case of delivery to countries outside the European Union, additional costs may be incurred in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes, for example, transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such additional costs regarding money transfer may also be incurred, if the Client carries out the payment from a country outside the European Union, even if delivery is not made in a country outside the European Union.

**4.4** If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

#### **5) Shipment and Delivery Conditions**

**5.1** If the Seller offers to ship the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Client unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive.

**5.2** Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control, or if he has been temporarily impeded from receiving the offered service, unless the Seller has notified the Client for a reasonable time in advance about the service.

**5.3** In case the Client is a trader, the risk of accidental destruction and accidental deterioration of the sold goods shall be transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment. In case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client upon delivery of the goods to the Client or to an authorized recipient. Deviating from this, even in case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods is transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment, if the Client has instructed the freight forwarder, carrier or other person or institution designated with the task of performing shipment to carry out the delivery of the goods and if the choice of this

person or institution was not previously offered by the Seller.

**5.4** The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

**5.5** Should the Client collect the goods himself, the Seller informs the Client by e-mail that the goods are available for collection. After receiving the e-mail, the Client may collect the goods in consultation with the Seller at the Seller's place of business. In this case shipment costs will not be charged.

## **6) Reservation of Proprietary Rights**

If the Client is a consumer, the Seller retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

**6.1** If the Client is a trader, the Seller reserves title to the goods delivered until the fulfillment of all claims arising out of the current business relationship.

**6.2** If the Client is a trader, he is entitled to resell the reserved goods in the course of regular business operations. All claims resulting from such course of business against a third party shall herewith be assigned in advance to the Seller in the amount of the respective invoice value (including VAT). This assignment of claims shall be valid regardless of whether the reserved goods are processed prior to or after resale or not. The Client remains entitled to collect the claims even after assignment. However, the Seller shall refrain from collecting the claims as long as the Client meets his payment obligations, he is not in default, and no application has been lodged to open insolvency proceedings.

## **7) Warranty**

**7.1** Unless otherwise stipulated, the provisions of the statutory liability for defects shall apply. Deviating therefrom, the following shall apply to contracts for the delivery of goods:

**7.2** If the Client acts as trader

- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for claims for defects shall be one year from delivery of the goods,
- for used goods, the rights and claims for defects are excluded,
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

**7.3** The above-mentioned limitations of liability and shortening of the period of

limitation do not apply

- to claims for damages and reimbursement of expenses of the Client,
- if the Seller has fraudulently concealed the defect,
- for goods which have been used in accordance with their customary use for a building and which have caused its defectiveness,
- for any existing obligation of the Seller to provide updates for digital products with respect to contracts for the supply of goods with digital elements.

**7.4** Furthermore, for traders, the statutory limitation periods for any statutory right of recourse that may exist shall remain unaffected.

**7.5** If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine the goods and notify the Seller of defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

**7.6** If the Client acts as a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

**7.7** The Seller shall not be liable for defects in the performance of the telecommunications contract for which the respective service provider is solely responsible. In this respect, the relevant statutory provisions and any deviating contractual conditions of the respective service provider shall apply.

## **8) Liability**

The Seller shall be liable to the Client for any contractual and quasi-contractual claims and for claims of liability in tort regarding damages and effort compensation as follows:

**8.1** The Seller shall face unlimited liability regardless of the legal ground

- in case of intent or gross negligence,
- in case of injuries of life, body, or health resulting from intent or negligence,
- in case of a promise of guarantee, unless otherwise provided,
- in case of liability resulting from mandatory statutory provisions such as the product-liability-law.

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**8.2** If the Seller negligently infringes an essential contractual duty, the liability to pay damages shall be limited to the foreseeable, typically occurring damage, unless unlimited liability applies pursuant to the aforementioned Section. Essential significant contractual obligations are obligations the contract imposes on the Seller according to its content to meet the purpose of the contract and whose fulfillment is essential for the due and proper implementation of the contract and on the fulfillment of which the Client can regularly rely.

**8.3** For the rest the Seller's liability is excluded.

**8.4** The aforementioned provisions on liability apply also to the Seller's liability regarding his legal representatives and vicarious agents.

## **9) Special conditions for repair services**

If the Seller is responsible for the repair of a Client's item under the terms of the contract, the following shall apply:

**9.1** Repair services shall be provided at the Seller's place of business.

**9.2** The Seller shall render his services at his discretion either himself or by qualified personnel selected by him. The Seller may also make use of the services of third parties (subcontractors) who act on his behalf. Unless otherwise stated in the Seller's service description, the Client has no right to select a specific person to perform the desired service.

**9.3** The Client must provide the Seller with all information necessary for the repair of the item unless its procurement does fall within the Seller's scope of duties according to the contents of the contract. In particular, the Client must provide the Seller with a comprehensive description of the defect and inform him of all circumstances which may be the cause of the defect found.

**9.4** Unless otherwise agreed, the Client must send the item to be repaired to the Seller's place of business at his own expense and risk. The Seller recommends the Client to conclude a transport insurance for this purpose. Furthermore, the Seller recommends the Client to send the goods in suitable transport packaging in order to reduce the risk of transport damage and to conceal the content of the packaging. The Seller will immediately inform the Client of obvious transport damage so that the Client can assert any rights he may have against the transport company.

**9.5** The return of the goods shall be at the Client's expense. The risk of accidental loss and accidental deterioration of the item passes to the Client when the item is handed over to a suitable transport person at the Seller's place of business. At the Client's request, the Seller will conclude a transport insurance for the goods.

**9.6** The Client can also transfer the item to be repaired at the Seller's place of business and collect it again from the Seller if this results from the Seller's service description or if the parties have made a corresponding agreement in this respect. In this case, the above provisions regarding the bearing of costs and risks shall apply accordingly when the goods are dispatched and returned.

**9.7** The aforementioned regulations do not limit the Client's statutory rights in the event of the purchase of goods from the Seller.

**9.8** The Seller shall be liable for defects in the repair service provided in accordance with the provisions regarding statutory liability for defects.

## **10) Special Conditions for the Processing of Goods According to Client's Specifications**

**10.1** If, according to the terms of the contract, the Seller owes the delivery of the goods as well as the processing of the goods according to certain specifications of the Client, the Client shall make available to the operator all contents required for processing such as texts, images or graphics in the file formats, formatting, image and file sizes specified by the operator and shall grant the operator the necessary rights of use. The Client is solely responsible for the procurement and acquisition of rights for such content. The Client declares and assumes responsibility that he has the right to use the content provided to the Seller. In particular, he shall ensure that no third-party rights are infringed thereby, in particular copyrights, trademark rights and personal rights.

**10.2** The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with a violation of their rights by the Seller's contractual use of the Client's content. The Client shall also bear the reasonable costs required for the necessary legal defense, including all court and lawyer's fees according to the statutory rate. This shall not apply if the Client is not responsible for the infringement. In the event of claims by third parties, the Client shall be obliged to provide the Seller promptly, truthfully, and completely with all information that is necessary for the verification of the claims asserted for a corresponding defense.

**10.3** The Seller reserves the right to refuse processing orders, if the content provided by the Client for this purpose violates legal or official prohibitions or morality. This shall apply in particular to the provision of content that is anti-constitutional, racist, xenophobic, discriminatory, offensive, or youth-endangering, and/or if it glorifies violence.

## **11) Applicable Law**

**11.1** The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law applies only to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.

**11.2** Furthermore, this choice of law regarding the right to cancel does not apply to consumers who are not nationals of a Member State of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address are located outside of the European Union at the time of concluding the contract.

## **12) Place of Jurisdiction**

If the Client is a businessman, a legal entity of public law, or a separate estate under public law with its seat in the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract. If the Client is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal

disputes arising from this contract, provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases, the Seller is entitled to appeal to the court which has jurisdiction over the area where the Client's place of business is located.

### **13) Alternative Dispute Resolution**

**13.1** The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

**13.2** The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.