General Terms of Sale

eibmarkt.com GmbH
Kemmlerstrasse 1
08527 Plauen
Germany

Phone (German-language): +49 (0) 3741 14898-0
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Note (phone): Mon till Thu 09:00-16:00, Fri 15:00
Fax: +49 (0) 3741 14898-129
Note (fax): Mon till Fri 09:00-17:00
URL: www.eibmarkt.com
E-Mail: info@eibmarkt.de

eibmarkt.com GmbH is a 100% subsidiary of the EIBMARKT GmbH Holding

Commercial Register: Chemnitz, HRB 25845
Managing Director (CEO): Marco Labáhn
TAX-ID: 223/108/04235
VAT-ID: DE271394772

1. General

Our deliveries, services and offers are exclusively based on the following conditions. Despite careful control we do not assume any liability for the content of the external links. It is only the providers of these websites who are responsible for the content of the linked pages. For the information given on this website exists exclusion of liability and protection of copyright. For all goods from our shop there is a legal warranty claim. Online dispute resolution acc. to article 14 para. 1 ODR-VO: The European Commission provides a platform for online dispute resolution (OS) which you can find under https://ec.europa.eu/consumers/odr/.

2. Quotation and conclusion of contract

You have the option to conclude the contract in German or English. The switchover button for the respective language is provided on every shop page. Our quotations are without engagement. Contracts and additional agreements will not become effective until you have received our acknowledgement of order by letter, fax or e-mail.

The acknowledgement of order in the EIBMARKT-Onlineshop:

Technical acknowledgement of order (**1st mail** after sending your order):

This acknowledgement of order is produced automatically and does **not mean the order has been accepted** by eibmarkt.com GmbH. It only shows that we have received the order by electronic mail. We will study your order immediately.

Acknowledgement of order (**2nd mail** after sending your order):

The sales contract is only valid after having received our confirmation of order and delivery date (obligatory information). Basically, you will receive this on the same day (Day = Monday to Friday, no plublic holiday in Bavaria or Saxony), however, not later than on the following day and it is **always** written by one of our employees **personally**. Your specific order data is encrypted and can be viewed in your customer account. Should you have any questions please contact:

onlineshop@eibmarkt.de or our contact staff.

All information such as illustrations, drawings, descriptions, measurements, weights, efficiency and operating data as well as data referring to the application of the goods represent product descriptions. We strongly point out that especially colours in the photos may appear different from those in reality. The order of the customer is binding for a period of two days (Day = Monday to Friday, no plublic holiday in Bavaria or Saxony). Within two days (Day = Monday to Friday, no plublic holiday in Bavaria or Saxony) we are entitled to accept the order by sending an acknowlegement of order (2nd mail - obligatory information) written and issued by one of our employees or by delivering the goods thus putting the contract into effect.

3. Prices

Prices are in EUR including or excluding the legal value added tax of currently 19%. Depending on the type of registration (type of customer private – company (sales tax identification code), tax territory) prices a re given with or without value added tax. The prices are quoted ex stock Plauen plus shipping costs. Shipping costs are calculated depending on the weight of the items in the cart as well as the delivery address and the shipping method currently selected. Special deliveries caused by special items (bulkiness, weight, delivery from special warehouse or directly from manufacturer) can be shipped by alternative parcel services (such as GLS) without any extra charges and without prior notice. Every product has its own weight which is stored in the database (you cannot view it). All terms of delivery of our shipping partners concerning the products currently in your cart as well as their weights are provided in the Shop database (for all countries). To calculate and view the shipping costs the items have to be placed in the Shop cart using the cart/discount symbol in the respective product detail view. Then, shipping method and shipping costs can be checked. The shipping costs are indicated at the article. The shipping costs are calculated on the basis of the total weight of all articles in the cart (with more than one article in the cart) as well as the delivery address and the mode of shipment currently selected. There will be a new calculation of the shipping costs in the cart if new articles are put into the cart or the country of destination or mode of shipment changes.

It is particularly for deliveries abroad (third countries) that big differences in the conditions of the available shipping methods occur. That is why the customer can always check and select the most favourable and suitable shipping method in the cart before sending the order. Deliveries to non-EU countries are always delivered duty-unpaid, the shipping costs do not include any customs duties. Special deliveries caused by special items (bulkiness, weight, delivery from special warehouse or directly from manufacturer) can be shipped by alternative parcel services (such as GLS) without any extra charges and without prior notice. No customs duties, other fees or potential taxes (e.g. import sales tax) in the country of importation of third countries are included in our shipping costs. In general, these costs have to be paid by the customers themselves. DHL has to be contacted to inquire about these costs for the respective country! Costs may be very different here. Our contract partner DHL is obliged to charge the customers all these fees and transfer them to the public authorities. That means every customer has to check in advance how high these fees for the respective product tariff group in the country of destination are. The customs duties and import regulations in the countries outside customs frontiers are very different. It is only the recipient country or the customs authorities that can give detailed information about invoicing. Other sources of information are: www.zoll.de or the Federal Office for Foreign Trade.

Shipping costs are calculated automatically before submitting the order and displayed clearly on the shipping method selection page (cart).

VAT-free deliveries e. g. to Switzerland or to companies within the EU (not Germany) are shown in the list of goods and sums without VAT. Then, delivery and respective invoicing are effected without value added tax and duty unpaid (e.g.Switzerland). Possible duties, taxes (import sales tax) and customs clearance charges on the part of DHL to non-EU countries **are not included in the shipping costs** and, generally, have to be paid on receipt of the goods.

For companies within the EC

(deliveries within EC)

After a successful check of the sales tax identification number, the system will ask you to enter your company name. However, there will always be a second verification before the acknowledgement of order and confirmation of delivery date is sent. If required we will ask additional questions as to the recipient of the goods or their representatives. To fulfil our obligation to supervise and exercise due care we do have to record the given data. If additional questions about the sales tax identification number are not answered the invoice will automatically be made out including value added tax.

Information about payment by Cash in advance:

Account data of eibmarkt.com GmbH:

Our general account data as well as BIC and IBAN code will be given in the acknowledgement of order (2nd mail after sending the order) if you have chosen the respective payment method (Cash in advance).

Info for optional fee for small quantities (currently not used):

For orders of items that must be procured (no central warehouse items) with a net order value of under EUR 15.00 we have to charge a small quantity fee, that can vary depending on the product type and delivery country. This small quantity fee is displayed with its current amount (currently EUR 4.17 including VAT) in the cart. Depending on the customer type (private customer or corporate customer with sales tax ID) and delivery country (third country, EU country, Germany) the sales tax in the cart is displayed or removed.

Info for handling fee for deliveries to EFTA or third countries:

When selecting a third country (or EFTA States: Iceland, Liechtenstein, Norway and Switzerland) as delivery country there are additional fees for the preparation of the export documents. This fee is displayed in the cart. This fee does not represent customs duties or similar charges (see §3 Prices ff. about customs duties and other fees for deliveries to third countries) but only the internal work expenditure for the preparation of export documents and documents accompanying the delivery to foreign countries i.e. third countries. (e.g.: procurement of product-specific long-term supplier declarations and preference privileges as well as the preparation of export documents). The fee per order amounts EUR 28.00 net (deliveries to third countries are VAT-free).

4. Terms of payment

Unless otherwise agreed upon or selected (customer can select the mode of payment) the amount has to be paid cash in advance.

You can shop at www.eibmarkt.com using the following payment methods:

- Cash in advance
- Advance payment with surety (advance payment guarantee) starting from a net value of EUR 25,000
- Giropay (Secure online- credit transfer with PIN/TAN)
- eps (Secure online payment method of Austrian banks)
- Maestro (credit card)
- American Express (credit card)
- Visa (credit card)
- Verified by Visa (credit card)
- Euro/Mastercard (credit card)
- Euro/Mastercard 3D SecureCode (credit card)
- PayPal
- SOFORT by Klarna (Secure online- credit transfer with PIN/TAN, direct ebanking)
- Invoice (option, not for private customers)

Information as to payment by credit card/PayPal/giropay/eps/SOFORT (Klarna)

Generally, the order value will be debited to your given account within approximately 1–3 days after order confirmation.

5. Conditional sale

Every delivery represents a conditional sale and only after customers have paid the invoice completely the ownership of the goods passes to them. Until this day the goods must not be pledged, given away as security or burdened with other claims. If the customer acts contrary to the terms of the contract – especially default of payment - we are entitled to make use of our proprietary rights to claim immediate handover of the goods or to get them back by ourselves or by authorized officials.

6. Terms of delivery and service

Delivery and service dates and periods we mention are to be understood as information.

Products with a delivery time of < 3 days (1, 1-2 days, day = Monday to Friday, no plublic holiday in Bavaria or Saxony) are central warehouse items and available immediately. A central warehouse item can be recognized by a special symbol in the product preview. Items with a delivery time of more than 3 days (Day = Monday to Friday, no plublic holiday in Bavaria or Saxony) in the product detail view are items that must be ordered, produced on demand or delivered directly from the manufacturer's warehouse and can be delivered within 3 – 10 days (Day = Monday to Friday, no plublic holiday in Bavaria or Saxony) according to the information given in the product detail view. It is possible that certain product groups are only produced by the manufacturers upon request. The given delivery time is just an approximate value that is specified more precisely in the Acknowledgement of order and Confirmation of the delivery date.

Since our General Terms of Sale fix that we dispatch only complete orders, individual products might cause a delivery delay. We will inform you about this in our Acknowledgement of order and the Confirmation of the delivery date. Then, you can make use of different options, e.g. cancel the product with the longer delivery time, ask for a subsequent delivery or cancel the whole order (total order cancellation) and order again when the products are available.

The delivery and service period extends accordingly if there are events beyond our influence. We cannot guarantee a reservation of central warehouse products if we do not receive payment according to our order acknowledgement and delivery date conformation for orders paid by cash in advance.

7. RIGHT OF CANCELLATION
7.1 *** INSTRUCTIONS ABOUT CANCELLATION OF THE DELIVERY OF GOODS ***

Consumers have the following RIGHT OF CANCELLATION:
You have to right to cancel this order within 14 days without giving any reasons. The cancellation period amounts to 14 days starting from the day on which you or a third person authorized by you, who is not the forwarder, took possession of the last part delivery or item of the goods. To exercise your right of cancellation you have

to inform us:

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Federal Republic of Germany
Telefon: +49 (0) 3741 14898-0
Fax: +49 (0) 3741 14898-129

E-Mail: info@eibmarkt.com

by means of a nonambiguous declaration (e.g. a letter sent by mail, fax or email) about your decision to cancel the contract. To do so, you can make use of the enclosed sample cancellation form the use of which, however, is not obligatory. To comply with the cancellation period it is sufficient that you post the notification about your intention to exercise your right of cancellation before the end of the cancellation period.

Printable version Sample Cancellation Form

Consequences of a cancellation

If you cancel this contract we have to refund you all payments made by you to us including the shipping costs (except additional costs which result from the fact that you chose another type of delivery than the standard and cheaper delivery method offered by us), without delay and within 14 days at the latest starting from the day we receive your declaration to cancel the contract. For this refund we use the same method of payment you used for the original transaction unless there has been another agreement between you and us; in no case will this refund lead to any additional fees for you. We are entitled to refuse the refund until we have received the goods back or you have given evidence that you have returned the goods depending on which happens first.

You have to return or hand over the goods to us immediately and, at any case, within 14 days at the latest after you have notified us about the cancellation of this contract. You comply with this term if you dispatch the goods before the end of the 14-day period. You bear the immediate costs for the return of the goods.

Goods that cannot be returned as a packet (e.g. goods delivered by a forwarder) are picked up by us. In this case you bear the immediate costs for the return of the goods in the amount of EUR 35.10 incl. VAT.

You have to pay for a possible loss of value of the goods only if this loss of value can be attributed to an unnecessary use or application of the goods other than checking the workmanship, properties and functions.

*** END OF INSTRUCTIONS ABOUT CANCELLATION OF A DELIVERY OF GOODS ***

*** INSTRUCTIONS ABOUT CANCELLATION OF THE DELIVERY OF SERVICES ***

Consumers have the following RIGHT OF CANCELLATION:
You have to right to cancel this order within 14 days without giving any reasons. The cancellation period amounts to 14 days starting from the day on which the contract was signed. To exercise your right of cancellation you have to inform us:

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Federal Republic of Germany
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Fax: +49 (0) 3741 14898-129

E-Mail: info@eibmarkt.com

by means of a nonambiguous declaration (e.g. a letter sent by mail, fax or email) about your decision to cancel the contract. To do so, you can make use of the enclosed sample cancellation form the use of which, however, is not obligatory. To comply with the cancellation period it is sufficient that you post the notification about your intention to exercise your right of cancellation before the end of the cancellation period.

Printable version Sample Cancellation Form

Consequences of a cancellation

If you cancel the contract we have to refund you all payments made by you to us including the shipping costs (except additional costs which result from the fact that you chose another type of delivery than the standard and cheaper delivery method offered by us), without delay and within 14 days at the latest starting from the day we receive your declaration to cancel this contract. For this refund we use the same method of payment you used for the original transaction unless there has been another agreement between you and us; in no case will this refund lead to any additional fees for you.

If you have requested to start the services within the cancellation period, you have to pay an adequate amount corresponding to the percentage of services already delivered by us until the moment you inform us about the cancellation of this contract and in conformity with the total volume of the contract.

*** END OF CANCELLATION INSTRUCTIONS FOR THE DELIVERY OF SERVICES ***

8. Receipt of goods

If possible, complaints resulting from incomplete, damaged or false deliveries have to be marked on the delivery note or waybill when receiving the goods and eibmarkt.com GmbH has to be notified in writing. Please contact us immediately to permit a smooth handling. Deliveries by a forwarding company are only executed within Germany and to curbside delivery address.

Complaints: In case of complaints, return the goods to:

eibmarkt.com GmbH
Kemmlerstrasse 1
08527 Plauen
Deutschland

Note:

Before returning goods because of complaints, please inform us about your intention by mail, phone or fax (guest buyer) or over your personal customer account for registered users (LOGIN) >> **"View my orders & order history"** or using

Our service e-mails:

complaint@eibmarkt.de **or** complaint@eibmarkt.com

(you can find the contact data also in the contact form of the shop). Please add a short description to your return shipment. This will help us to deal with the problem quickly. Thank you very much!

9. Installation and putting into operation

Installation and putting into operation can be carried out by us after having signed a written agreement. If not done by us, customers themselves are responsible for a professional assembly or installation and putting into service of the products we delivered.

10. Data protection

We use your data only to handle your order. We save and handle all customer data according to the regulations of the German Data Protection Act (BDSG) and the Telemedia Act (Telemediengesetz TMG). You are always entitled to demand free information about as well as correction, blocking and deletion of your data. Please contact onlineshop@eibmarkt.de or send us your request by mail or fax to:

eibmarkt.com GmbH
Kemmlerstrasse 1
08527 Plauen

Fax: +49 (0) 3741 14898-129

We will not give your personal data including your address and e-mail address to third parties without your prior and revocable approval. An exception are our service partners who need the data to handle your order (e.g. the shipping company responsible for the delivery or the bank responsible for handling the payment). In so far as we provide advance payment or services for you (release for invoicing) we might request a credit check based on mathematic-statistic procedures from the SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden to protect our legal interests. Your vital data will be protected according to the legal regulations. In these cases data transfer is limited to a minimum. We apply technical and organisational security measures to protect your data from deliberate or accidental manipulation, loss, destruction or access by unauthorized people. Customer data is SSL encrypted and transmitted to us. In order to adapt our websites to your interests in an optimum way, we use Google Analytics, a web analysis service of the company Google Inc. ("Google"). Google Analytics uses so-called "Cookies", text files that are stored on your computer and that permit an analysis of your use of the website. The information collected by the Cookie about your use of this website is transmitted to a Google server in the USA and stored there. Google will use this information to evaluate your use of the website, to compile reports about the website activities for the website operators and to provide further services in connection with website use and internet use. If required, Google will also transfer this information to third parties insofar as this is legally required or insofar as third parties process this information by order of Google. Google will in no case connect your IP address with other Google data. This website also uses Google Analytics always with the extension "anonymizeIp" so that IP addresses are only further processed in a shortened form to exclude any direct reference to you personally. This extension guarantees that no detailed IP addresses of yours can be captured while you are using this website. You can avoid the installation of Cookies by adapting your browser software accordingly; however, we would like to point out that, in this case, you might not be able to use all functions of this website completely. By using this website you agree to allow Google to process the data about you in the above-described way and for the above-mentioned purpose. If you do not want Google to receive data from your browser when you access the websites, you can find the link (https://tools.google.com/dlpage/gaoptout?hl=en). to the Opt-Out-Solution for Google Analytics here. This plugin prevents that the browser asks for the Analytics code so that Google does not receive any data when the website is accessed. The plugin is available for different browser types. According to Google the browser blocks the Google Analytics script after installation. If no such plugin is available for your browser (e.g. if you access the website from your mobile device), you can prevent the collection of data by clicking on the following link: Disable Google Analytics. This installs a so-called Opt-Out-Cookie which prevents the future collection of your data when you access this web presence (valid for current browser, only). To ensure the proper function of the Opt-Out-Cookie your browser must be adjusted in a way that allows this Cookie to be stored permanently. For further information about the terms of use and Google data protection go to www.google.com/analytics/terms/de.html or www.google.com/analytics/learn/privacy.html.

What is a cookie?

The data stored in a cookie spare you from completing the forms again and again in case of further orders. A cookie is a small text file which is stored on your computer. In this file information can only be saved in form of text. Cookies cannot write unchecked amounts of data on the user computer but only a limited number of lines. Thus, it is neither possible to "spy out" the user's hard disk nor to place executable codes such as programs or viruses.

11. Complaints, warranty, liability

For consumers:
In consumer trade the legal regulations are valid. Guarantee is granted in accordance with the legal regulations. For all faults occurring during the guarantee period of two years after delivery you have the legal right to subsequent fulfilment (either repair or replacement) and, if certain legal preconditions are fulfilled, the right to a reduction or withdrawal as well as an additional payment of damages. You have to grant us one attempt to make up for the fault (within an appropriate period). If the type of subsequent fulfilment you choose can only be realized with unreasonably high costs for us, you will only be entitled to the other type of fulfilment. For information about any additional manufacturer guarantee please refer to the product information.

For merchants:
For complaints made by merchants the legal regulations stipulated in the Commercial Code are valid. The customer is obliged to permit us check the defective goods. If we delivered a faulty product, the customer has the right to demand repair or replacement. Only after repair or the first replacement delivery have failed, the customer is entitled to withdraw from the contract (withdrawal) or to demand a price reduction (reduction). However, in case of subsequent fulfillment the customer is obliged to give the faulty component back and to pay for its use until its return. Legitimate returns are at our risk. We will also bear the costs for the delivery of the new component.

General:
We cannot accept warranty claims for damages caused by inappropriate or false application, wrong or faulty installation, implementation, operation, maintenance or normal wear, by careless or wrong handling, the use of unsuitable tools, chemical or electrochemical or electrical influences, non-respect of the assembly, operating and maintenance instructions as well as by unauthorized modifications and repair.

12. Access to text of contract

The contract text is stored. You can store the general terms of contract and study them on this page at any time. Your specific contract data is encrypted and can

be viewed in your customer account. The data is confidential according to our data protection regulations.

13. Battery-/Accumulator Disposal

The delivery often includes batteries used e.g. for remote controls or other electric devices. Even in the appliances themselves batteries or accumulators may be installed. Manufacturers and importers listed at eibmarkt.com have registered in a national manufacturers' register with regard to their product liability. Selling these batteries or accumulators, we as dealers/distributors are obliged according to the Battery Law to inform our customers of the following:

Please dispose of old batteries as stipulated by the law! Putting them in the household garbage is strictly prohibited by the Battery Law! Batteries can be disposed of at a central place in your community or you may give them back to the point-of-sale where you bought them free of charge. As end user you are obliged by the law to return the old batteries. Batteries/accumulators that contain harmful substances are marked by a symbol showing a crossed garbage can. As a symbol acc. to § 17 para. 1 BattG only the garbage can shown in enclosure 1 of the law is valid.

Below the garbage can symbol there is the chemical symbol of the harmful substance, e.g. "Cd" for Cadmium. "Pb" stands for lead, "Hg" for mercury. You will find these hints again in the documents accompanying the goods or the operating instructions of the manufacturer.

14. Sales tax identification number VAT-ID (EU)

Furthermore, as an option, companies within the EU can enter their sales tax identification number to make the system check the sales tax ID automatically online. Is the code correct, prices are given as net prices without sales tax and provided as basis for further order handling. After a successful sales code identification, the system will ask you to enter your company name. However, there will always be a **second verification** before the acknowledgement of order and confirmation of delivery date are sent.

If required we will ask additional questions as to the recipient of the goods or their representatives. To fulfil our obligation to supervise and exercise due care we do have to record the given data. Indicating the sales tax identification number the authorized customer declares expressively the use in accordance with § 6a (1) No. 3 of the German UStG (Sales Tax Law, A. 42 k (2) in connection with paragraph 42 c (3) UStR-2008 (intra-Community taxation on purchases). If additional questions about the sales tax identification number are not answered the invoice will be made out including value added tax.

15. Legal regulations on packaging

Basic principles of waste management

The regulation on packaging stipulates the following waste management principles:

1. It is a priority to avoid packaging waste.
2. If packaging waste cannot be avoided, reuse or recycling should be preferred before energy recovery or disposal.

Packages are a firm part of almost all products. The packages are developed by the manufacturer for the specific appliance and thus generally perfectly suited for packet transport. In case you have to return your appliance during the guarantee period or even after it for service purposes the original packaging provides the best protection against transport damage. Thus, we recommend to keep the original packaging as long as you keep the appliances. Each return of empty packaging materials means additional transport expenditure and also additional environmental pollution.

What is the regulation on packaging?

Due to the increasing amount of waste and decreasing landfill capacities, the federal government passed the regulation on packaging (VerpackV) in June 1991 and amended it as of 28 August 1998 and again as of 01/01/2009. It is the aim of the regulation to avoid or to reduce the impact of packaging waste on the environment. The regulation is meant for manufacturers and sellers of sales packaging. According to the regulation these parties are obliged to take their used packages back and to send them to recycling and to prove this.

What does this mean for you as a consumer?

All packages marked with a green dot symbol or any other recycling symbol authorized by law can be given to the waste paper collection that means to the place where you dispose of e.g. old newspapers. Materials that are typical for packaging and that are not made of paper like adhesive tape, labels or a small percentage of foil do not interfere with the recycling process. We do not take back packaging marked with the above recycling symbols. For all other packages (e.g. one-way pallets or covering boxes that are not marked by one of the above symbols) we are obliged, according to the regulation on packaging, to take them back and take care that they are either recycled or reused. If required, please contact us using the known ways of contact. We will inform you of a collection point in your community or a waste management company near your place where you can deliver the packages free of charge. If, for once, this is not possible near your place, please return the packages by normal mail to:

eibmarkt.com GmbH
Kemmlerstrasse 1
08527 Plauen
Deutschland

Note:

Each return of empty packages requires an additional transport expenditure and, thus, causes additional environmental pollution.

eibmarkt.com GmbH (or the authorized service companies: Lagah Logistik GmbH, Alfred Schön Allee 1, 08058 Zwickau & Friedrich Bähr GmbH & Co. KG Hermann-Helms-Strasse 3, 28279 Bremen) **is connected to a registered and comprehensive waste management system** (Zentek GmbH & Co. KG, Ettore-Bugatti-Strasse 6-14 in 51149 Köln).

Return or disposal on site?

It might be advisable in individual cases to give the packages back immediately or with the next delivery to a supplier who would otherwise return with an empty lorry. However, generally the goods are hardly ever unpacked immediately upon receipt nor does the lorry usually return empty. So, in most cases it is recommended to avoid the unnecessary transport of empty packages and to send them to a recycling company located as close to your place as possible. Unless packaging waste can be avoided priority should be given to reuse and material recycling in particular.

16. Place of fulfillment, place of jurisdiction

Place of fulfillment and exclusive jurisdiction for payments and all conflicts arising between the parties whether they are merchants or public corporations is Plauen. The relations between the contractual partners are regulated exclusively according to German Law.