

# General Terms and Conditions Techflex Germany GmbH

## 1. Scope

All deliveries and services of Techflex Germany GmbH are carried out exclusively on the basis of the following General Terms and Conditions applicable at the time of the order. They are valid for all orders and regardless of whether further business relationships exist or have existed. Other conditions, or General Terms and Conditions of the Customer do not apply, unless Techflex Germany GmbH agrees expressly in writing. All product details are non-binding. In particular, changes in design and technology which improve the functionality of a product, as well as errors in the description and illustration, are reserved.

## 2. Conclusion of the contract

When an order is made on our online shop, the ordering process comprises a total of four steps: The first step is to select the desired article and put it into the shopping cart. In the second step, you can view the contents of the shopping cart. Clicking on the button "Proceed to checkout" takes you to the next step. In the third step, you enter your customer data, including an invoice address, delivery address (which may be different), shipping and payment method. You have the opportunity to review this information here, as well as the quantity of goods to be ordered and edit the order if necessary. In the fourth step, you send your order to us by clicking on the button "Buy Now". With your order, you make a binding offer to us to conclude a contract with you. A confirmation of receipt of your order will be sent to the specified e-mail address (order confirmation). A purchase contract, however only comes into being with the dispatch of an order confirmation to you or with the delivery of the goods ordered.

## 3. Storage of the contract text

We save the contract text of your order; the contract language is German. You can print out the contract text before sending your order to us by pressing the "Print" button in the last step of the ordering process. We send all order data and our General Terms and Conditions with the order confirmation to the email address provided by you.

## 4. Reservation of Ownership

We reserve the title to the delivered goods until complete payment of all claims arising from the purchase contract. If the buyer does not meet their contractual duties, particularly in the case of default of payment, we are entitled to take back the supplied object. The buyer is obligated to release the object. The return request does not entail withdrawal from the contract, unless we have expressly declared this in writing. As long as the ownership has not yet passed, the buyer should immediately inform us in writing if the delivered item is impounded or exposed to other interventions by third parties. The buyer is entitled to sell the supplied object in the ordinary course of business. The buyer hereby assigns to us all claims in the amount of the invoice which they incur through resale to a third party. We accept the assignment. After the assignment, the buyer is entitled to collect the claim. We reserve the right to collect the claim ourselves as soon as the buyer does not properly meet their payment obligations and falls in payment arrears. The processing and handling of the delivered item shall always take place in our name and on our behalf. If objects are handled which do not belong to us, we acquire the joint ownership of the new item in proportion to the value of the goods supplied by us compared to the other handled objects. The same applies if the delivered object is combined with other objects which do not belong to us. If the object supplied is connected to a base unit, the Buyer shall, as collateral, assign claims to us which they incur on the basis of a connection to a third party. We commit ourselves to releasing our rightful assets on request of the buyer, provided that their total value exceeds the value of the claims to be secured by more than 20 %.

## 5. Prices and shipping costs

All prices are final prices; they do not include value added tax. Shipping costs are specified in the order form and are to be borne by the Customer. The dispatch of the goods is by post. The dispatch risk is borne by Techflex Germany GmbH, if the Customer is a consumer. Otherwise, the Customer bears the risk.

## **6. Delivery Times**

The periods referred to in the offer apply as delivery times. These start with the receipt of the payment by us.

## **7. Payment Conditions**

Payment is made by "PayPal", advance bank transfer (prepayment) or on account. We reserve the right to exclude certain methods of payment. When choosing the method of payment in advance, we will give you the bank details in the confirmation of order and will send you a pro-forma invoice. If payment is not received within 14 days after dispatch of the order confirmation, we reserve the right to cancel the order.

## **8. Warranty**

Claims for defects must be enforced in writing to Techflex Germany GmbH according to determination. They require that the Customer has properly complied with their investigation and notification duties according to § 377 HGB. Claims for defects are excluded if the defect was caused by the delivered goods being incorrectly transported, stored, handled or processed. Claims for defects are also excluded for natural wear or natural wear. If the purchase item shows a defect, the Customer is entitled to rectification of the defect or delivery of goods free from defects (subsequent fulfilment) at our discretion. If the subsequent performance fails, the Customer is entitled to demand withdrawal or reduction at their discretion. Warranty claims become time-barred within one year after delivery of the goods to the Customer. No warranty applies for used goods. We do not assume any guarantee for the usability of the product for a specific purpose and/or compatibility with existing components. In the event of an approved return or exchange, a restocking fee will be charged in the amount of 20 % of the net goods value. Piece goods (partial quantities of coils) and goods ordered separately for the Customer are excluded from exchange.

## **9. Data Protection**

Techflex Germany GmbH collects customer data in the framework of the management of contracts. This occurs in compliance with statutory provisions, in particular the Federal Data Protection Act and the Telemedia Act. Without the consent of the Customer, we will only collect, process and use customer data insofar as this is necessary either for the settlement of the contract or to fulfil legal requirements. All information relating to the collection, processing and use of personal data can be found in the notes on data protection.

## **10. Intellectual Property**

Techflex Germany GmbH reserves all rights, in particular ownership and proprietary rights to each design, text and graphics on its homepage. Transfer to third parties requires our written consent.

## **11. Applicable law and place of jurisdiction**

The contractual relationship is subject exclusively to the law of the Federal Republic of Germany under exclusion of the UN Convention on Sales (CISG). This law is applicable to consumers only insofar as no compelling legal regulations of the State in which the Consumer has their domicile or habitual residence are restricted. If the Customer is a merchant, a legal entity of public law or a special fund under public law, the court of jurisdiction and place of performance is the location of the registered office of Techflex Germany GmbH. We are however entitled to file suits at the general place of jurisdiction of the Customer.

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