

**General terms and conditions (GTC)**

for the mail-order business

Connox GmbH

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Inscibed in the Commercial Registry of Hanover

Registry Number: HRB 60242

sales tax ID: DE220492564

Customer service: weekdays from 8:00 A.M. - 6:00 P.M. (CET/CEST)

hereinafter: "Connox"

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## **1. Applicability**

- (1) The following terms and conditions are applicable for all contracts that are concluded between the customer and the Connox GmbH via the online shop.
- (2) In compliance with these terms and conditions, customers can be consumers in accordance with § 13 BGB / German Civil Code as well as entrepreneurs in accordance with § 14 German Civil Code.
- (3) A consumer is every natural person who concludes a legal transaction which is not mainly attributed to commercial or independent professional activities.
- (4) An entrepreneur means natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

## **2. Conclusion of contract, contractual language, order steps, storage of the contract**

- (1) The presentation of goods on the internet does not yet mean a contractually binding offer by Connox. The contract between the customer and Connox only concludes through an order by the customer and the acceptance by Connox. A confirmation of the order reception does not yet resemble an acceptance. In case of acceptance, Connox sends an order confirmation via email or fax. The shipping of the order articles to the customer equals a formal acceptance statement.
- (2) Contractual language is English.
- (3) The Customer can place orders in the Connox shop by taking the following steps:
  - a. by clicking on the button “add to shopping cart”, articles will be placed into the shopping cart without obligation. All articles that have been placed in the shopping cart can be viewed when clicking on “your shopping cart / view your shopping cart”. Here you can delete articles or change the amount, also shipping costs are displayed.
  - b. If the customer wants to remove articles out of his or her shopping cart, he or she needs to click on “checkout”.
  - c. During the order procedure, customers that are already registered with Connox and who have not been logged in before, may log in with their access data. New customers will be asked to give their order data and to register.
  - d. Via the button “register now” or “please log in”, one moves forward to the shipping options. Here the customer can choose between the various forms of shipping. By clicking on “continue”, one proceeds to the various payment procedures. Here the customer may choose a way of payment.
  - e. Before the order is concluded, the customer can control his or her order by clicking on the button “continue”, then he or she is shown all of the order data (in particular invoice address and delivery address, product, purchase price, amount, payment method) . The data may be corrected or changed.

f. By clicking on the button “buy now”, the order will be sent. Thereby the customer gives his legally binding offer to conclude a sales contract. The information regarding the moment of contract conclusion is to be viewed under the first paragraph of this clause. You can find further information in regards to the order procedure by clicking on “Help and Service”.

(4) The text of the contract will not be saved by Connox and cannot be viewed by the customer after conclusion of the order procedure. The order data and the instruction on the right of withdrawal however are displayed in text form in the order confirmation that can be printed after having received it via email. Connox stores the customer’s order data. Should the customer lose his order documentation, he or she may contact Connox via postal message, email, fax or phone. Connox will be happy to send the customer a copy of the order data.

### **3. Delivery and shipping provisions**

(1) Connox delivers the goods within three workdays after having received the order. Potential exceptions are displayed on the particular product side or result due to different payment methods (please see 4. payment terms). In case of delivery to other countries within the European Union and Switzerland, the deliverer needs up to five additional workdays.

(2) Connox offers standard package shipping or express package shipping. In case of express package shipping, shipping costs amount to 15,00 €.

### **4. Payment terms**

Payment with delivery within Germany may occur by the means of advance payment collect/ cash on delivery, direct debit authorization, PayPal, credit card or invoice (only business customers). Payment in case of delivery outside of Germany occurs via prepayment. In case of payment via invoice, Connox reserves the right to demand a down payment in case of higher order values.

#### Payment in advance

In this case, the time limit for the delivery starts at the latest three working days (bank period) after the payment order to the transferring bank institute has been made.

#### Payment via SOFORT transfer

Connox accepts SOFORT transfer payments. After confirming the order, the customer will automatically be led to the payment formulary of the SOFORT AG. As soon as he transferred the amount, the customer and Connox will receive transfer information. The goods are immediately sent to the customer.

#### Payment via SEPA-debit

The goods will immediately be sent to the customer if he chooses to pay via (SEPA-) debit. The following counts for (SEPA-) debit payment:

The customer authorizes Connox of collecting (SEPA-mandate) the payments by means of an according declaration from the indicated bank account. The announcement of the collection of the payment (Pre-Notification) occurs 5 working days before the debit payment enforcement. The deadline for the Pre-Notification is therefrom shortened to 5 days. The collection occurs 10 days after the date of the invoice. The customer has to take care for sufficient coverage on his bank account so that the due can be collected. Any costs resulting in case of dishonour or chargeback are charged to the customer, as long as the dishonour or chargeback weren't caused by Connox.

#### Payment with credit card

If the customer chooses to pay with his credit card (American Express, Visa and MasterCard), the goods will immediately be sent to him. The debiting of the credit card occurs after the goods have been sent to the customer.

#### Payment via credit card with SecureCode

If the customer chooses payment via credit card with SecureCode, the items will be send to the customer immediately. The debt collection on the credit card occurs after delivery of the items to the customer.

#### Payment via cash on delivery

Should the delivery occur with cash on delivery, the items will be sent to the customer immediately. The customer additionally bears the following cash-on-delivery-fees, in addition to the regular shipping costs: 4,00 € services fee by Connox as well as 2,00 € cash-on-delivery-fee of the postal office.

#### Payment via PayPal

In this case, the time limit for the delivery starts at the latest one working day after the payment order has been given to PayPal.

#### Payment via invoice

The items will be sent to the customer immediately. The amount in the invoice is due immediately without deduction.

#### Payment in Cash in case of collection by the customer

The customer may also collect his ordered goods from Connox. The payment occurs in cash. No shipping costs arise in case of collection by the customer. The customer is asked to give notice of his visit by phone in advance, so that it can be assured that the goods are in stock.

### **5. Price and shipping costs**

(1) The prices at the time of the posting of the order by the customer apply. All prices shall be in euros and without exception gross, i.e. .they include all price components including all taxes, in particular mandatory VAT. There is no minimum order value.

(2) The delivery- and shipping costs arise in relation to the ordered items and will be calculated from the place of the seller's registered offices. If delivery occurs to a customer outside of the Federal Republic of Germany, delivery- and shipping costs increase depending on the weight and volume.

(3) In case of delivery outside of the European Union, other costs or fees may arise such as taxes, customs etc., that will be paid by the customer.

## **6. Agreement for the coverage of costs in case of exercising the right of withdrawal for the consumer**

Should you exercise your right of cancellation (s. Instructions regarding revocation rights for the consumer under 7.) , we will use the same payment method you used for the original transaction for the refund. If you chose to pay via cash on delivery, we will refund the payment you made to your bank account. You must only tell us your bank account numbers in that case.

## **7. Instructions regarding revocation rights for the consumer**

### Right of withdrawal for customers

Consumers have the right of withdrawal according to the following conditions, whereby a consumer is every natural person who concludes a legal transaction which is not mainly attributed to commercial or independent professional activities.

### **Instructions regarding revocation rights**

#### Right of withdrawal:

You have the right of cancelling the contract within one month without giving any reasons. The time limit starts the day

- you or a third party named by you, who is not the carrier, take/s possession of the goods, if you ordered goods within a common order and the goods are standardized delivered;
- you or a third party named by you, who is not the carrier, take/s possession of the last good you ordered within a common order and the goods are delivered separately;
- you or a third party named by you, who is not the carrier, take/s possession of the last part of goods you ordered within a common order and the last good is delivered in separate parcels.

You must inform us about your decision of cancelling the contract with us with an explicit explanation (e.g. with a letter to be sent through the post, via telefax or E-Mail) to

Connex GmbH, Eckenerstraße 3, 30179 Hannover, telephone number: (0511) 300341-0, telefax number: (0511) 300341-99, E-Mail: [info@connex.de](mailto:info@connex.de)

in order to exercise this right. You can therefore use this [model withdrawal form](#), but please note that this one isn't prescribed.

To maintain the withdrawal time limit you must only send us the message about the exercise of the withdrawal right before the time limit runs out.

#### Consequences of a withdrawal

If you cancel a contract, we are obliged to refund all the payments we received from you immediately, including delivery costs (except for the additional costs that result from your choice of a different kind of delivery than the one we offered, which was the most favourable standard delivery), within a maximum of fourteen days starting the day we received your explanation about the withdrawal of the contract. We use the same payment method you used for the original transaction to refund the paid amounts, unless we explicitly arranged a different payment method with you; you won't be charged with any additional costs for this refund.

We are in the right of denying the refund until the goods you sent back arrive in our stock or until you proved that you sent the goods back, according to what occurs sooner.

You are obliged to send or give the goods back to us until a maximum of fourteen days after the day you informed us about the cancellation of the contract. The time limit is maintained if you send the goods back before the period of fourteen days ends. You will be responsible of the costs of returning parcel-sized goods.

You will also be responsible for the immediate costs of returning non-parcel-sized goods. Those costs are estimated to be about 75.00 EUR inside of Germany and about 150.00 EUR inside of the rest of Europe.

You must only pay the loss in value of the goods if it resulted from the handling other than it was necessary to ascertain the construction, quality and function of the goods by you.

Please note that the customer has no right to withdraw from the contract in case of deliveries outside of the European Union!

### **8. Retention of title**

Unless fully paid, the goods shall remain our property.

### **9. Warranty**

(1) If there is a defect in the purchased goods, the legal regulations are applicable. Provided that the customer is a consumer, the period of limitation for statutory claims for defects is two years and begins with the date of delivery, meaning the reception of the goods at the customer's.

(2) The warranty period for businesses is reduced to one year.

(3) For both business customers and consumers, the restrictions of liability and limitation periods do not refer to claims for damages and claims for reimbursement of expensive which the customer is entitled to assert due to defects in accordance with the statutory provisions pursuant to No. 11.

## **10. Transport damages**

(1) In case of delivery of goods with obvious damages on packages or the commence thereof, the customer shall immediately indicate this to the delivery company as well as contact Connex by phone or other method of communication (email/fax/postal message), so that Connex may claim its warranty rights.

(2) Should the customer fail to complain or contact Connex, he or she shall not lose his offer statutory warranty rights.

## **11. Liability**

Connex is liable for compensatory damages and reimbursement of expenses pursuant to the statutory regulations.

## **12. Data protection**

Detailed information on the data protection can be found under the link [Privacy](#).

## **13. Disposal, environmental protection**

### Batteries

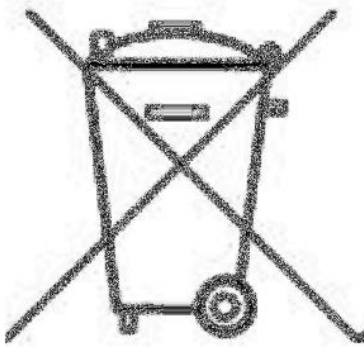
The delivery of many devices includes batteries, which for example serve to operate a remote control, clock etc. Also in the devices themselves can be fitted batteries. In connection with the sale of batteries or rechargeable batteries or devices that are operated with batteries or rechargeable batteries, we are committed as a dealer under the German Battery Law to inform about relevant rules and obligations:

Standard and rechargeable batteries should not be disposed of along with household waste. As an end user, you are by law to return all used batteries, so that a professional disposal of your old batteries can take place. Batteries of the aforementioned kind can either sufficiently be sent back to us or you can hand them over in our shipping warehouse at no charge under the following address:

Connex GmbH, Eckenerstrasse 3, 30179 Hannover

Our obligation to take back old batteries does only concern those batteries that we have or had in our portfolio as new batteries. Batteries are marked with a crossed-out wheeled bin (similar to the picture below). Batteries that contain more than 0,005 % by mass of mercury, more than 0,002 % by mass cadmium or more than 0,004 % by mass lead, the bin-symbol has additional chemical descriptions underneath, indicating the used pollutant, meaning "Cd" for cadmium, "Pb" for lead and "Hg" for mercury.





Information about lithium batteries:

If you send lithium batteries or accumulators back, we ask you to isolate the + and – contact area with an adhesive stripe to avoid the fire danger.

#### Old electronic equipment and accessories

In regards to lithium batteries / accumulators please note: When returning lithium batteries or lithium accumulators, the customer is being asked to isolate the batteries contact areas, marked with “+” and “-“, for example with tape, to avoid risk of fire. As a result of the German Electrical and Electronic Equipment Act (“ElektroG”), waste electrical and electronic equipment may not be disposed in the household waste. This rule applies for all electric and electronic devices, no matter how old they are. Also bulbs, fluorescent tubes and energy saving lamps are included. You can recognize these devices with their symbol of a crossed out waste bin, similar to the picture above. The symbol is marked on the devices or the packaging. These devices are taken back at no charge by regions, cities and municipalities. The retraction generally takes place at collection points, furthermore even a collection will be offered. Mostly, existing collection points such as recycling depots are being used.

#### **14. Final provisions**

- (1) The law of the Federal Republic of Germany shall apply. Mandatory provisions applicable in the states in which the consumers have their normal place of residence continue to apply. As far as dealing with consumers within the European Union is concerned, the law of the residence of the end consumer may also be applicable as far as mandatory legal consumer regulations are concerned.
- (2) The scope of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law) is precluded, including cross-border deliveries.
- (3) The place of jurisdiction for all disputes arising from this agreement is Hannover, if the customer is a merchant, a legal entity under public law or a public special fund entity. If the consumer does not have a place of residence within Germany or the European Union, the place of jurisdiction is also Hannover. Otherwise, the statutory legal venue applies.

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