

General terms and conditions (GTV)

for the mail-order business

Connox GmbH

Eckenerstrasse 3

30179 Hanover / Germany

Tel: +49 (0)5 11 30 03 41 – 0

Fax: +49 (0)5 11 30 03 41 – 99

Email: support@connox.com

Registration court: Commercial Registry of Hannover

Registration number: HRB 60242

Managing directors: Dipl. Red. Thilo Haas, Dipl. Oec. Kristian Lenz

Sales tax ID in accordance with § 27 a sales tax law: DE220492564

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

hereinafter: "Connox"

Table of contents:

1. Scope of application
2. Conclusion of the contract
3. Right to cancel
4. Price and delivery costs
5. Shipment and delivery conditions
6. Liability for defects
7. Liability
8. Law and jurisdiction
9. Information about online dispute resolution
10. Privacy

1. Scope of application

1.1 These Terms and Conditions of the company Connox 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 online shop of the Seller. 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 Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

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 merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer by 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 present the offer to the Seller by means of telephone, fax, e-mail or postal service.

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 receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he/she placed his/her order.

Provided that several of the aforementioned alternatives apply, 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 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth day following the sending of the offer.

2.5 The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the contract's content will be stored on the Seller's website and can be found by the Client in the customer login via the password-protected customer account, provided the Client has created a customer account in the online shop prior to submitting his order.

2.6 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be

displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

2.7 The contractual language is English.

2.8 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he/she provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, 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

Consumers are entitled to the right of cancellation. Should the Customer exercise his/her right of cancellation, Connox will use the same payment method he used for the original transaction for the refund. If the Customer chooses to pay via cash on delivery, Connox will refund the payment he made to his/her bank account. The Client must only tell us his bank account numbers in that case.

Right of withdrawal for the Customer

Consumers, i.e. any individual acting for purposes which are wholly or mainly outside those individual's trade, business, craft or profession, are entitled to cancel any contract on the following conditions:

Instructions regarding revocation rights

Right of withdrawal:

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

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

The Customer must inform Connox about his decision of cancelling the contract via an explicit explanation (e.g. with a letter to be sent through the post, via telefax or E-Mail) to Connox GmbH, Eckenerstraße 3, 30179 Hannover, telephone number: +49 (0)511 300341-0, telefax number: +49 (0)511 300341-99, E-Mail: support@connox.com

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

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

Effects of cancellation

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

Connox is in the right of denying the refund until the goods the Customer sent back arrive in the stock or until the Customer proved that he sent the goods back, according to what occurs sooner.

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

The Customer 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.

The Customer 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 him.

Please note that the Customer has no right to withdraw from the contract in case of deliveries outside of the European Union, excluding Switzerland!

4. Price and delivery costs

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

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.

4.2 For deliveries to countries outside the European Union, additional costs may arise which are beyond the Seller's control. They shall be borne by the Client. Such costs are for example money transfer costs (transfer fees, exchange rate charges) or customs duties or import taxes.

4.3 Payment can be made using one of the methods mentioned [in our customer service help topic "Payment"](#). Please note: Payment methods depend on the delivery country. All the possible payment methods will appear in the shopping cart, during the checkout procedure. In case of payment via invoice, Connox reserves the right to demand a down payment in case of higher order values.

4.4 If payment in advance has been agreed upon, payment shall be due immediately upon conclusion of the contract.

5. Shipment and delivery conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless otherwise agreed.

5.2 Should delivery to the Client not be possible, the assigned transport company returns the goods to the Seller and the Client bears the cost for the unsuccessful dispatch. This shall not apply if the Client is not responsible for the event that entails the impossibility of delivery, or if he/she has been temporarily impeded to receive the ordered goods, unless the Seller has given notice to the Client in an adequate period of time prior to the delivery.

5.3 The risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client when they come into the physical possession of the Client or a person identified by the Client to take possession of the goods. Should the Client act as a trader, the risk of accidental destruction and accidental deterioration in the event of a sale by dispatch shall be transferred upon delivery of the goods to a qualified transport person at the Seller's place of business.

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 without delay and payments made by the Client will be immediately refunded.

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. In this case shipment costs will not be charged.

6. Liability for defects

Should the object of purchase be deficient, statutory provisions shall apply.

6.1 If the Client is a trader

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

6.2 If the Client is a consumer and he uses his short-term right to reject the product, he has to return the product at his cost.

6.3 For traders, the aforementioned limitations of liability and the restrictions of limitation periods in Section 6.2 do not refer to claims for damages and reimbursement of expenses that the buyer may assert due to statutory provisions for defects according to Section 7.

6.4 Furthermore, for traders the statutory limitation periods for recourse claims remain unaffected. The same shall apply for traders and consumers in the event of willful intent or gross negligence and fraudulent concealment of a defect.

6.5 If the Client is a businessperson, he has the commercial duty to examine and notify defects. Should the Client neglect those duties, the goods shall be deemed approved.

6.6 The forwarding agent has to be immediately notified by the Client of any obvious transport damages and the Seller be informed accordingly. Should the Client fail to comply therewith, this shall not affect his/her statutory or contractual claims for defects.

7. Liability

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

7.1 The Seller shall face unlimited liability

- 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 and safety law.

7.2 Provided that 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 Section 7.1. Essential 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.

7.3 For the rest the Seller's liability is excluded.

7.4 The aforementioned provisions on liability apply also for the Seller's liability regarding his legal representatives and vicarious agents.

8. Law and jurisdiction

8.1 If a Client acts as a consumer pursuant to Section 1.2, any contractual relationships between the parties are governed by British law excluding the UN-Convention on Contract for the International Sale of Goods and the courts of the State where the Client is domiciled will have exclusive jurisdiction over any dispute relating to these relationships.

8.2 If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties are governed by German law excluding the UN-Convention on Contract for the International Sale of Goods and the courts of the State where the Seller is domiciled will have exclusive jurisdiction over any dispute relating to these relationships.

9. Information about online dispute resolution

The EU Commission provides on its website the following link to the ODR platform:
<http://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.

10. Privacy

Find detailed information on privacy in [here](#).

Status: 15.02.2016