

# General Terms and Conditions

## **General Terms & Conditions and Client Information (GTC) for the mail order business of**

### **Connox GmbH**

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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 § 27a of the German Sales Tax Act: DE220492564

Customer service: Mon-Fri 8am-7pm, Sat 9am-1pm, Berlin Time

hereinafter: "Connox"

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## **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 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 enabling a binding offer to be submitted by the Client.

2.2 The Client may submit the offer through 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 finalising 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 first 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 won't 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 communicate to the Seller his bank account details in that case.

#### **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.

#### **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.

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

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 email) to Connox GmbH, Aegidientorplatz 2a, 30159 Hannover, Germany, telephone number: +49 (0) 5 11 30 03 41 - 171, E-Mail: [support@connox.com](mailto: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 required.

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 outside of the EU.

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.

### **End of the right to cancel**

The right to cancel does not apply to contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.

## **4. Prices 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 location 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 This shall not apply if the Client is not responsible for an event that entails the impossibility of delivery, or if he/she has been temporarily kept from receiving 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 or accidental deterioration of the sold goods shall in principle be transferred to the Client once the goods 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.

Any possible additional delivery and dispatch costs are specified separately in the respective product description. After receiving the e-mail, the Client may collect the goods upon consultation with the Seller. In this case shipping 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 period of liability for defects of the Seller shall not restart if a replacement delivery is carried out within the scope of liability for defects.

6.2 If the Client is a consumer and he makes use of 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 periods of liability 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 periods of liability for warranty 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 the goods and notify the Seller of defects. Should the Client neglect those duties, the goods shall be deemed approved.

6.6 The forwarding agent must 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 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 fulfilment is essential for the due and proper implementation of the contract and on the fulfilment of which the Client can regularly rely.

7.3 In other cases the Seller's liability is excluded.

7.4 The aforementioned provisions for 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. Complaint / Dispute resolution**

The European Commission provides an online dispute resolution platform that can be found at <http://ec.europa.eu/consumers/odr/>. In principle, consumers have the possibility to use this platform for the settlement of disputes. We always strive to resolve any differences of opinion arising from agreements or complaints. However, please note that we are not obliged to participate in dispute resolution procedures before a consumer complaint office and cannot offer you the possibility to participate in such procedures.

## **10. Privacy**

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

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