

# General Terms and Conditions

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## 1) Scope of Application

**1.1** These General Terms and Conditions (hereinafter referred to as "GTC") of the company IBOTECH GmbH & Co. KG (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 Seller's online shop. 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 GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these GTC is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

**1.3** Digital content in the sense of these GTC is all data not on a tangible medium which are produced in digital form and are supplied by the Seller by granting certain usage rights precisely defined in these GTC.

## 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 via 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 shopping cart.

**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 placed his 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** When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this.

**2.5** Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors.

The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

**2.6** The German and the English language are exclusively available for the conclusion of the contract.

**2.7** 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 provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, 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.

**2.8** When ordering goods which are covered by the Weapons Act of the Federal Republic of Germany (WaffG), the Client must be of legal age. Clients who wish to acquire weapons and ammunition listed in Annex 2 of the WaffG as weapons and ammunition requiring a permit must hold a purchase permit. The Seller shall point out in the respective article description if the goods in question are covered by the Weapons Act or if they are subject to authorisation within the meaning of Annex 2 of the Weapons Act.

**2.9** When ordering goods that are covered by the Weapons Act, the Client assures by sending his order that he is at least 18 years old and that his name and address are correct. The Client further undertakes that only he himself will receive the goods. A delivery of the product takes place only with previous successful examination of the age and an authentication of the Client.

**2.10** When ordering goods that are subject to permission under the Weapons Act, proof of the acquisition permit must in addition be provided. Goods subject to permission are only sold and delivered on presentation of a valid purchase permit in the original or as a publicly (officially or notarially) certified copy of all inscribed pages. The goods will only be handed over after a successful age check and authentication of the Client.

### **3) Right to Cancel**

**3.1** Consumers are entitled to the right to cancel.

**3.2** Detailed information about the right to cancel are provided in the Seller's instruction on cancellation.

### **4) Prices and Payment Conditions**

**4.1** Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

**4.2** Payment can be made using one of the methods mentioned in the Seller's online shop.

### **5) Shipment and Delivery Conditions**

**5.1** Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive.

**5.2** Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

**5.3** If goods are delivered by freight carrier, the goods shall be delivered free curb that is to say to the public curb stones which are closest to the delivery address, unless otherwise stipulated in the shipping information displayed in the Seller's online shop or unless otherwise agreed.

**5.4** Personal collection is not possible for logistical reasons.

### **6) Reservation of Proprietary Rights**

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

### **7) Warranty**

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

**7.2** Deviating hereof regarding used goods: Claims for defects are excluded if the defect does not occur until one year after delivery of the goods. Defects that occur within one year of delivery of the goods can be asserted within the statutory limitation period.

The shortening of the limitation period does not apply,

- for a product, which was not used, in accordance with its usual application, for building construction and which was the cause of the building's defectiveness,

- for claims for damages and reimbursement of expenses on the part of the Client, and
- if the Seller has fraudulently concealed the defect.

**7.3** The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

## **8) Special Conditions for the Processing of Goods According to Client's Specification**

8.1 The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with a violation of their rights by the Seller's contractual use of the Client's content. The Client shall also bear the reasonable costs required for the necessary legal defense, including all court and lawyer's fees according to the statutory rate. This shall not apply if the Client is not responsible for the infringement. In the event of claims by third parties, the Client shall be obliged to provide the Seller promptly, truthfully, and completely with all information that is necessary for the verification of the claims asserted for a corresponding defense.

8.2 The Seller reserves the right to refuse processing orders, if the content provided by the Client for this purpose violates legal or official prohibitions or morality. This shall apply in particular to the provision of content that is anti-constitutional, racist, xenophobic, discriminatory, offensive, or youth-endangering, and/or if it glorifies violence.

## **9) Special Conditions for Assembly/Installation Services**

**9.1** The Seller shall perform his services at his discretion either himself or by qualified personnel selected by him. The Seller may also make use of the services of third parties (subcontractors) acting on the Seller's behalf. Unless otherwise stated in the Seller's description of services, the Client shall not be entitled to the selection of a specific person to perform the desired service.

**9.2** The Client shall provide the Seller with the complete and truthful information required for the provision of the service owed, provided that the procurement of such information does not fall within the Seller's obligations under the terms of the contract.

**9.3** The Seller shall contact the Client after conclusion of the contract in order to arrange a date with the Client for the performance owed. The Client shall ensure that the Seller or the personnel commissioned by the Seller have access to the Client's facilities at the agreed time .

**9.4** The risk of accidental loss and accidental deterioration of the goods sold shall not pass to the Client until the assembly work has been completed and the goods have been handed over to the Client.

## **10) Applicable Law**

**10.1** The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

**10.2** With regard to the statutory right of cancellation, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time of the

conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of the conclusion of the contract.

### **11) Place of Jurisdiction**

If the Client is a businessman, a legal entity of public law or a separate estate under public law with its seat in the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract.. If the Client is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases the Seller is entitled to call the court responsible for the seat of the Client.

### **12) Alternative dispute resolution**

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

**12.2** The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.