

General Business Terms for consumers (B2C)

Contractual terms for purchase contracts

between

Elsner Elektronik GmbH, Sohlengrund 16, 75395 Ostelsheim, Germany

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entered in the Commercial Registry with the District Court Stuttgart under HRB 331386,

represented by Bastian Elsner, Jutta Elsner, Lina Elsner,

VAT Reg. No.: DE 812 151 291

– hereafter only "Provider" –

and

consumers within the meaning of § 1 II of these General Business Terms

– hereafter only "Customer" –.

§ 1 Area of Application, definitions

(1) The business relationship between the provider and the customer is governed solely by the below mentioned General Business Terms, as amended by the wording current when the order is placed." No deviating terms of the ordering party are accepted unless the Provider expressly agrees with them in writing.

(2) The Customer acts as the consumer to the extent to which the aim of the ordered goods and services can be attributed to its commercial or independent occupational activities. Inversely, an entrepreneur is any natural person, legal entity or incorporated partnership, performing its commercial or independent occupational activities based upon when the contract is concluded.

§ 2 Conclusion of contract using the webshop

(1) The Customer can choose products, particularly building automation systems, from the Provider's offerings and place them into the shopping basket by using the "Add to chart" button. By using the "Pay Order" button, the Customer places a binding purchase request for the goods placed in the shopping basket. Before sending the order, the Customer can change and check the data at any moment. The request can be placed and sent only if the Customer clicks the "I Agree with the General Business Terms" button to express its agreement with these contractual terms; After this, the Customer's request is delivered.

(2) The Provider then sends the Customer an automatic purchase request delivery confirmation e-mail in which the Customer's order is again summarised and which the Customer can print via the "Print" function. This automatic delivery confirmation only documents the fact that the Customer's order was delivered to the Provider, but it does not

represent the acceptance of the purchase request. The contract is concluded only when the Provider sends an acceptance notice in a separate e-mail (order confirmation). In this e-mail or a separate e-mail, but at the latest upon delivery of the goods, the contractual text (consisting of the order and order confirmation) is sent to the Customer on a permanent data medium (e-mail or paper) as contract confirmation. The contractual text is saved in a way ensuring that data protection rules are not breached.

§ 2a Conclusion of contract by telephone, fax, e-mail or other means

(1) The customer can send a non-binding request for the submission of an offer to the provider by telephone, fax, e-mail or post. The provider sends the customer a binding offer for the sale of the goods previously selected by the customer from the provider's range of goods in text form (e.g. by e-mail, fax or letter).

(2) The customer can accept this offer by submitting a declaration of acceptance to the provider by telephone, fax, e-mail, post or by paying the purchase price offered by the provider within 7 days of receipt of the offer, whereby the day of receipt of the offer is not included in the calculation of the deadline. For acceptance by payment, the date of receipt of payment by the provider is decisive. If the last day of the period for acceptance of the offer falls on a Saturday, Sunday or a public holiday recognised by the state at the customer's registered office, the next working day shall take the place of such a day. If the customer does not accept the offer of the supplier within the aforementioned period, the provider is no longer bound to his offer and can again freely dispose of the goods. The provider shall again specifically draw the Customer's attention to this in its offer.

(3) If the delivery of the goods ordered by the customer is not possible, for example because the corresponding goods are not in stock, the provider shall refrain from making an offer. In this case, a contract is not concluded. The supplier shall inform the customer of this immediately and reimburse any consideration already received without delay.

§ 3 Delivery, goods availability

(1) The delivery times we specify start from the moment of our order confirmation provided that the purchase price has been paid (except for purchases by invoice). The delivery period is five days unless a different delivery time is specified in our online shop for the respective goods.

(2) If no items among the products that the Customer has chosen are available as of the moment the order is placed, the Provider shall immediately inform the Customer in the order confirmation. If the Customer is a consumer, the Provider clearly informs the Customer of whether there are any supply limitations by the latest at the start of the order process. If the product is not available in the long term, the Provider can cancel the acceptance notice. No contract is concluded in this case.

(3) If the product identified by the Customer in the order is only temporarily unavailable, the Provider also immediately informs the Customer in the order confirmation. In the event of a delivery delay of more than two weeks, the Customer is entitled to withdraw from the contract. The Provider is also entitled to terminate the contract in this case. If this happens, the Provider will immediately return to the Customer any payments made by the Customer.

(4) Subject to self-delivery. In the event of non-availability of the service, the Provider shall inform the Customer without delay and reimburse the consideration without delay.

(5) The following delivery limitations exist for the webshop: The Provider supplies goods only to customers whose ordinary residence (invoice address) is situated in one of the following countries and territories and provide a delivery address in the same country: Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Austria, Poland, Portugal, Republic of Moldova, Romania, Sweden, Switzerland, Slovak Republic, Slovenia, Spain, Czech Republic, Hungary, Cyprus.

§ 4 Reservation of Title

The title to the goods remains with the Provider until complete payment has been made.

§ 5 Prices and shipping costs

(1) All prices on the Provider's website include the applicable statutory value added tax.

(2) Applicable shipping costs are shown to the Customer in the order form and are to be paid by the Customer unless the Customer applies its right of revocation.

(3) The goods are shipped through a parcel service. One delivery can be divided into several parcel pieces. Bulky goods (ventilation devices) are shipped separately through a forwarding agent.

If the weight of the goods exceeds 50 kg, the goods cannot be ordered through the web shop. In this case, the goods are shipped through a forwarding agent. The Customer can place the order by e-mail.

(4) If the order is cancelled, the Customer bears the immediate costs of shipping the goods back.

§ 6 Payment terms

(1) In the webshop the Customer can pay in advance, by credit card (MasterCard, Visa) or via PayPal. For orders outside the webshop, payment can only be made in advance.

(2) The Customer can change the payment method chosen in its user account at any time.

(3) The purchase price is due immediately after the contract is concluded. If the invoice due date is determined by the calendar, the Customer shall be considered in delay already by missing the date. In this case the Customer is obliged to pay late interest to the Provider, amounting to 5% (8% for businesses) above the base interest rate.

(4) The payment of late interest by the Customer does not rule out the possibility for the Provider to claim further damage arising from the delay.

§ 7 Warranty for Material Defects, Warranty

(1) The Provider provides a warranty under applicable statutory rules, particularly sections 434 et seq. BGB.

(2) Extended warranty for the goods supplied by the Provider is only possible if expressly specified in the order confirmation for the respective item.

§ 8 Liability

(1) Customer shall make no claims of damage compensation. Exempt from this rule are damage compensation claims of the Customer arising from loss of life, bodily injury or damage to health and/or from the breach of essential contractual obligations (material obligations) as well as liability for other damage stemming from intended breach of duties or gross negligence of the Provider, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance you as a Customer may regularly rely (so-called cardinal obligation).

(2) If material contractual obligations are breached, the Provider is liable only for foreseeable damage typically occurring under this type of contract, if caused by negligence, unless the Customer claims damage compensation arising from loss of life, bodily injury or damage to health.

(3) The limitations specified in par. 1 and 2 apply also for statutory representatives and vicarious agents of the Provider if claims are made directly against these.

(4) The limitations of liability resulting from paragraphs 1 and 2 do not apply insofar as the supplier has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies insofar as the supplier and the customer have reached an agreement on the quality of the item. The provisions of the Product Liability Act shall remain unaffected.

§ 9 Revocation Instruction

(1) Under distance purchase rules, consumers enjoy a general right of revocation which the Provider must inform them about in accordance with an applicable statutory template. Exemptions from the right of revocation are governed in par. (2). A revocation template form is shown in par. (3).

Revocation Instruction

Right of revocation

You are entitled to withdraw from the contract within 14 days without stating the reason.

The revocation period is 14 days starting on the day on which you or a third party known to you, who is not a shipping agent, accepted the goods into its ownership.

To apply your right of revocation, you must notify us (Elsner Elektronik GmbH, Sohlengrund 16, 75395 Ostelsheim, Germany) in a clear statement (e.g. letter sent via post, fax or e-mail) about your decision to withdraw from this contract. You can, but are not obliged to use the revocation template form.

To apply your right of revocation within the required period, it is sufficient if you send the notification about the application of your right of revocation before the expiration of the revocation period.

Revocation consequences

If you revoke this contract, we have to return all payments received from you, including delivery costs (except for additional costs arising from the fact that you chose a different delivery method than the one offered by us as the least expensive, standard delivery) immediately and at the latest within 14 days from the date on which we received your contract revocation notification. We will return the payments by the same means you used for the original transaction unless anything else was expressly agreed with you; No rewards will be calculated for you because of this return payment under any circumstances.

We can withhold the return payment until we have received the goods or until you have shown evidence that you have sent the goods back, depending on which comes earlier.

You must send or bring the goods back to us immediately and in any case within 14 days from the date on which you informed us about the contract revocation. The revocation period is still met if you send the goods before the expiration date of 14 days has passed.

You bear the immediate cost of returning the goods.

You will have to pay a possible loss in value of the goods only if the goods were unnecessary handled, evidence of which can be found based on an inspection of its condition, properties and operation.

(2) The right of revocation cannot be applied for goods delivery contracts that are not ready made and for goods for the production of which individual selection or specification by the consumer is essential or that are clearly customised to the individual needs of the consumer.

(3) The Provider informs about the revocation form template in accordance with statutory provisions as follows:

Revocation form template

If you want to revoke the contract, complete this form and send it back to us.

– To

Elsner Elektronik GmbH

Sohlegrund16
75395 Ostelsheim
Germany

Fax +49 (0) 7033 / 30 945-20

E-mail: info@elsner-elektronik.de

– I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*) / provision of the following services (*)

– Ordered on (*) / received on (*)

– Name of consumer(s)

– Address of consumer(s)

– Signature of consumer(s) (only when sent on paper)

– Date

(*) Cross out where inapplicable

§ 10 Data processing instructions

(1) The Provider collects customer data as part of the processing of the contract. The Provider shall particularly comply with the provisions of the Federal Data Protection Act and Telemedia Act. The Provider shall collect, process and use inventory and user data of the Customer without the Customer's consent only to the extent necessary for the contractual relationship and claiming and invoicing telecommunications media.

(2) The Provider will not use Customer data for promotion, market survey and opinion surveys without Customer's consent.

(3) The Customer can check, change or delete the data stored about the Customer at any time by clicking the "Customer Account Profile" and "Directory" buttons in his/her profile. In other instances regarding Customer's consent and other information on data collection, processing and usage, reference will be made to the Data Protection Statement which the Customer can see in a printable format on the Provider's website at any time via the "Data Protection" button.

Registered businesses can amend the data stored about them only following a corresponding message. For registered businesses the data will be changed by the Provider following a corresponding message.

§ 11 Online Dispute Resolution in accordance with Article 14, Section 1 ODR-VO

In accordance with the applicable law, we are obligated to inform consumers of the existence of the European Online Dispute Resolution platform (ODR Platform), which can be used for the out-of-court resolution of disputes. The European Commission is responsible for setting up the platform. The European Online Dispute Resolution platform can be found at <http://ec.europa.eu/consumers/odr/>.

In accordance with section 36 of the German law on consumer dispute resolution (VSBG), we would like to highlight that Elsner Elektronik GmbH is neither obligated nor prepared to participate in dispute resolution proceedings before a consumer arbitration board.

§ 12 Final Provisions

(1) The law of the Federal Republic of Germany applies to the contracts concluded between the Provider and Customer and UN sales law does not apply.

(2) The contract shall be concluded in the German language. The German version of these General Terms and Conditions shall therefore prevail in the interpretation of the Terms and Conditions. The English/French/Italian/Spanish version is for information purposes only.

(3) The remaining parts of the contract remain binding even if any of its clauses becomes legally ineffective. Statutory provisions, if available, replace the ineffective provisions. The entire contract is void if this would constitute unreasonable hardship of any of the contracting parties.