

General terms and conditions of business

Status: Sept. 2020

1. scope of application

1.1 The present General Terms and Conditions of Sale (AGB) contain the terms and conditions of sale between you and us, the company watt24 GmbH, Zum Kleifeld 13, 59469 Ense/ Germany (Local Court Arnsberg, HRB 11385, Managing Director: Thomas Fobbe, VAT ID No.: DE282605417) - hereinafter also referred to as „Seller“ - exclusively applicable terms and conditions, insofar as these are not amended by written agreements between the parties. These terms and conditions shall apply to all contracts that a consumer or entrepreneur (hereinafter also referred to as „Customer“) concludes with us with regard to the goods and/or services presented by us in our online shop online or by fax/e-mail, telephone or other communication channels. Herewith the inclusion of the customer's own terms and conditions is contradicted, unless otherwise agreed.

1.2 Changes to these terms and conditions will be communicated to you in writing, by fax or by e-mail. If you do not object to these changes within four weeks after receipt of the notification, the changes shall be deemed to be accepted by you. You will be informed separately about the right to object and the legal consequences of silence in the event of an amendment to the Terms and Conditions.

1.3 Insofar as deviating provisions in these GTC apply to entrepreneurs, this will be pointed out separately. Consumer in the sense of these GTC is any natural person who concludes a legal transaction for purposes that cannot be attributed to his commercial or independent professional activity.

2. registration as user

2.1 Your registration to our trading system is free of charge. There is no claim to admission to our trading system. Only persons with unlimited legal capacity are entitled to participate. Upon our request, you must send us a copy of your identity card. For admission, you must fill out the registration form available on our website electronically and send it to us. The data required for registration must be provided by you completely and truthfully. When you register, you choose a personal user name and password. The user name must not infringe the rights of third parties, other name and trademark rights or offend common decency. You are obliged to keep the password secret and not to disclose it to third parties under any circumstances.

2.2 Apart from declaring your agreement with the validity of these General Terms and Conditions, your re-

gistration is not associated with any obligations. You can delete your entry at any time under „My Account“. Only by registering with us is there no obligation to purchase the goods offered by us.

2.3 If your personal details change, you are responsible for updating them yourself. All changes can be made online after registration under „My Account“.

3. data protection

3.1 All personal data provided by you (title, company name, name, address, date of birth, e-mail address, telephone number, fax number, bank details, credit card number) will be collected, processed and stored exclusively in accordance with the provisions of German data protection law.

3.2 Your personal data, insofar as they are necessary for the establishment, content design or modification of the contractual relationship (inventory data), will be used exclusively for the processing of the sales contracts concluded between you and us, for example for the delivery of goods to the address you have provided. Any further use of your inventory data for the purposes of advertising, market research or for the design of our offers according to your needs requires your express consent. You have the possibility to give this consent before placing your order. This declaration of consent is completely voluntary and can be called up on our website and revoked by you at any time.

3.3 Your personal data, which are necessary to enable and invoice the use of our offers (usage data), will initially also be used exclusively to process the purchase contracts concluded between us. Such usage data are in particular the features for your identification as a user, information about the beginning and end as well as the scope of the respective usage and information about the telemedia used by you as a user. Furthermore, we will use such usage data for the purposes of advertising, market research or to design our telemedia in line with requirements in order to create usage profiles using pseudonyms. You are entitled and have the opportunity to object to this use of your usage data under „My Account“. Under no circumstances will usage profiles be merged with the corresponding data.

3.4 Further information on data protection can be found here: [Privacy Policy](#).

3.5 Personal data that has been provided to us via our website will only be stored until the purpose for which it was entrusted to us has been fulfilled. Insofar as retention periods under commercial and tax law must be observed, the duration of storage of certain data can be up to 10 years.

3.6 Should you no longer agree to the storage of your personal data or should it have become incorrect, we will, upon your instruction, arrange for the deletion, correction or blocking of your data within the framework of the statutory provisions. Upon request, you will receive information free of charge about all personal data that we have stored about you. If you have any questions regarding the collection, processing or use of your personal data, for information, correction, blocking or deletion of data, please contact us:

watt24 GmbH
Zum Kleifeld 13
59469 Ense/Germany
info@watt24.com

Links to other Internet sites

Insofar as we refer or link from our Internet offer to the websites of third parties, we cannot assume any guarantee or liability for the correctness or completeness of the contents and the data security of these websites. As we have no influence on the compliance with data protection regulations by third parties, you should check the respective data protection declarations offered separately.

4. conclusion of contract

4.1 The product descriptions contained in the online shop of the seller do not represent binding offers on the part of the seller, but serve to provide a binding offer by the customer. All offers of the seller are subject to change. The essential characteristics of the goods offered by us as well as the validity period of limited offers are listed in the individual product descriptions within the framework of our Internet offer.

4.2 The customer can submit the offer via the online order form integrated in our online shop. After placing the selected goods and/or services in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods and/or services contained in the shopping cart by clicking the button concluding the ordering process.

4.3 The seller can accept the customer's offer for days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or

- by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or

- by requesting the customer to pay after placing his order.

If there are several of the aforementioned alternatives, the contract is concluded at the time when one of the aforementioned alternatives occurs first. If the Seller does not accept the Customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the Customer is no longer bound by his declaration of intent.

4.4 The period for acceptance of the offer shall begin on the day following the dispatch of the offer by the Customer and shall end at the end of the fifth day following the dispatch of the offer.

4.5 Prior to the binding submission of the order via the Seller's online order form, the Customer can continuously correct his entries using the usual keyboard and mouse functions. In addition, all entries are displayed again in a confirmation window before the binding submission of the order and can also be corrected there using the usual keyboard and mouse functions.

4.6 For the conclusion of the contract, only the languages German, French and Dutch are available after the customer has made the appropriate selection.

4.7 Order processing and contact are usually carried out by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered. When ordering via our online shop, the ordering process comprises a total of 10 steps:

you register as a customer or order conveniently via our guest access.

you select the desired articles and put them into the shopping cart.

you enter your billing address and/or delivery address.

you select the delivery method.

you select the payment method.

you have the possibility to check your order again.

you complete your order.

we send you a confirmation of your order.

we ship the goods within 24 hours (at „immediately available“).

you pay your invoice depending on the payment terms.

4.8 The customer can place his order by fax/e-mail, telephone or other communication channels instead of using the online order form. For this purpose, the customer first submits a product enquiry to us. We submit

a binding offer to the customer, which the customer can accept within 10 calendar days. If the customer accepts our offer, he will receive an order confirmation from us. In all other respects, these General Terms and Conditions shall also apply to this method of ordering.

5. storage of the contract text

When submitting an offer via the seller's online order form, the text of the contract is saved by the seller and sent to the customer in text form (e.g. e-mail, fax or letter) after the customer has sent his order together with these terms and conditions. In addition, the text of the contract is archived on the Seller's website and can be accessed by the Customer free of charge via his password-protected customer account by entering the relevant login data, provided that the Customer has created a customer account in the Seller's online shop before sending his order.

6. reservation of proprietary rights

The delivered goods remain our property until all claims have been paid in full. The customer is entitled to resell our reserved goods in the ordinary course of business. The customer hereby assigns to us in advance all claims against third parties arising from such resale to the amount of the respective invoice value (including VAT). Notwithstanding this assignment, the customer shall continue to be entitled to collect the claims (extended reservation of title).

7. right of withdrawal for consumers

Cancellation policy for consumers

Consumers have a right of withdrawal. A consumer is any natural person who concludes a legal transaction for purposes that cannot be attributed to his commercial or independent professional activity.

8. prices and terms of payment

8.1 Unless otherwise stated in our non-binding offer, the prices quoted are final prices which include the statutory value added tax, which is also shown separately. All deliveries under 50.00 euro net are subject to an additional flat rate of 5.00 Euro net plus statutory VAT. Any additional delivery and shipping costs that may be incurred will be listed separately in the respective product description.

8.2 Various payment options are available to the customer, which are specified in the seller's online shop.

8.3 If advance payment has been agreed upon, payment is due immediately after conclusion of the con-

tract.

8.4 If the payment method Paydirect (payment method of the German banks and savings banks / direct debit) is selected, the invoice amount is due immediately upon conclusion of the contract. The payment is processed in cooperation with your participating bank, to which we assign our payment claim. In this case, your participating bank shall be revocably authorised to collect the invoice amount from the customer's specified account. In case of assignment, payment can only be made to the participating bank with debt-discharging effect. The direct debit is carried out immediately after sending the customer order in the online shop. Even if the payment method Paydirect is selected via the participating bank, the seller remains responsible for general customer enquiries, e.g. regarding the goods, delivery time, dispatch, returns, complaints, declarations of revocation and shipments or credit notes.

8.5 If the credit card payment method is selected, the invoice amount is due immediately upon conclusion of the contract. The processing of the payment method credit card payment is carried out in cooperation with heidelpay GmbH, to whom we assign our payment claim. heidelpay GmbH will collect the invoice amount from the customer's credit card account. In case of assignment, payment can only be made to heidelpay GmbH with debt-discharging effect. The credit card will be charged immediately after sending the customer's order in the online shop. Even if the payment method credit card payment via heidelpay GmbH is chosen, we remain responsible for general customer inquiries, e.g. regarding the goods, delivery time, shipment, returns, complaints, declarations of revocation and shipments or credit notes.

9. terms of delivery

9.1 Unless otherwise stated in the offer, we undertake to dispatch the goods within 2 working days after receipt of payment. In the case of delivery on account or payment by direct debit, we will dispatch the goods within 2 working days after receipt of the order confirmation, unless otherwise stated in the offer.

9.2 The delivery of goods is carried out by dispatch to the delivery address indicated by the customer, unless otherwise agreed. The delivery address indicated in the Seller's order processing is decisive for the transaction.

9.3 If the transport company returns the dispatched goods to us because delivery to the customer was not possible, the customer shall bear the costs for the unsuccessful dispatch. This does not apply if the customer is not responsible for the circumstance that led

to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless we had given him reasonable notice of the service a reasonable time in advance.

9.4 Self-collection is possible.

10. terms of payment

Payment can be made either by invoice, Paypal, credit card, immediate bank transfer or Paydirekt. The invoice amount is to be transferred to our account within 14 days. You can only exercise a right of retention if the claims result from the same contractual relationship. For orders outside the online order form, only invoice payment is possible.

11. warranty, limitation of liability

11.1 The warranty is based on the statutory provisions. As far as used goods are subject of the sales contract and the buyer is not a consumer, the warranty is excluded.

11.2 We are liable for intent and gross negligence. Furthermore, we shall be liable for the negligent breach of obligations whose fulfilment is essential for the proper execution of the contract, whose breach endangers the achievement of the purpose of the contract and on whose compliance you as a customer regularly rely. In the latter case, however, we shall only be liable for foreseeable damage typical for the contract. We are not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

11.3 The above exclusions of liability shall not apply in the event of injury to life, body or health. Liability under the Product Liability Act remains unaffected.

11.4 Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times given the current state of technology. In this respect we are not liable for the constant and uninterrupted availability of our online trading system.

12 Applicable law and place of jurisdiction

12.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

12.2 Insofar as the customer is not a consumer, it is agreed that Arnberg shall be the place of jurisdiction.

13. information on online dispute resolution

The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <http://ec.europa.eu/consumers/odr> This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

14. duty to inform after a dispute has arisen
In fulfilment of our legal obligation under § 37 of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG), we would like to point out that we are neither obliged nor willing to participate in alternative dispute resolution procedures before consumer arbitration boards.

Nevertheless, the law requires us to inform you of a consumer arbitration board responsible for you for information purposes only:

General consumer arbitration board of the Centre for Arbitration e. V. Strasbourg Str. 8 77694 Kehl

Internet: www.verbraucher-schlichter.de