

Conditions

§ 1 Understanding and validity

1.1 This terms and conditions (subsequent „GTC“) of the company SST-Spezialsteuergeräte GmbH, Managing Director: Dipl.-Ing. (FH) Sascha Stauenmaier, Am Maierfeld 24, 85122 Hitzhofen (hereinafter referred to as "Seller") apply to all contracts, which a consumer or entrepreneur (hereinafter referred to as "Customer") concludes with the Seller. Conflicting or deviating terms and conditions will not be recognized by us.

1.2 A consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity.

1.3 An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

§ 2 Offer and conclusion of contract

2.1 The subject matter of the contract is the sale of goods.

2.2 The items described in the Seller's online shop are for the information of the Customer and do not constitute binding offers from the Seller.

2.3 These are tentative and non-binding offers of the seller, on which the customer can submit a binding (purchase) offer.

2.4 The items intended for purchase are placed in the virtual shopping cart by the customer via the "Add to cart" button, the personal data is entered and the payment method is selected. Errors can be detected and corrected by the customer by carefully reading the inputs displayed on the screen. If necessary, the readability of the displayed screen contents can be improved, e.g. by the magnification function of the browser. The customer can correct his entries at any time with the delete key before placing the order. The ordering process can be completely terminated at any time by closing the browser window.

2.5 The customer deposits his e-mail address, via which all information is sent below. The customer ensures that his e-mail address is correct and that the e-mails are actually sent to him, for example by paying attention to the correct setting of spam filters and also reading the sent order confirmation promptly.

2.6 By clicking on the button "order with obligation to pay", the customer makes a binding offer to conclude a purchase contract. The customer can also place a binding order by telephone.

2.7 The seller is entitled to accept the offer submitted via the Internet within 2 working days by sending an order confirmation by e-mail. After fruitless expiry of the period specified in sentence 1, the customer's offer shall be deemed rejected, i.e. the customer shall no longer be bound by his offer. In the case of a telephone order, the purchase contract is concluded when the customer's offer is immediately accepted by the seller. If the customer's offer is not accepted immediately, the customer is no longer bound by it.

2.8 If payment via a payment service provider (e.g. PayPal or Amazon) is selected, the customer will be redirected to the website of this payment service provider and, after entering all the necessary data, will be returned to the seller's website (<https://www.sst-spezialsteuergeraete.de>).

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§ 3 Contract language, contract text storage and data protection

3.1. The contract language is english.

3.2. The order with details of the concluded contract (e.g type of product, price, etc.) is saved by the seller. The customer can also save or print the text of the contract himself via the browser when concluding the contract.

3.3 The GTC are sent to the customer by the seller, but the customer can also access the GTC at any time after conclusion of the contract via our website. As a registered customer, you can access your past orders via the customer login area "View orders".

3.4 In order to be able to process and process the customer's order, the personal data required for this purpose will be stored electronically by the seller and transmitted to the customer in the form of an order confirmation. The seller observes the requirements and principles of the General Data Protection Regulation (GDPR), the Federal German Data Protection Act (BDSG) and the Telemedia Act (TMG).

3.5 The seller commissions other companies such as carriers (shipping service providers) or payment service providers and passes on personal data of the customer that are necessary for the fulfillment of the contract. The seller does not pass on any personal data to uninvolved third parties.

3.6 The customer may request information, explanation, correction, blocking or deletion of his personal data from the seller by e-mail (info@sst-spezial.de) or by post (see § 1, paragraph 1). Further details can be found in the seller's privacy policy.

§ 4 Right of revocation

4.1 Details on the right of revocation as well as the sample revocation form are set out in the seller's cancellation policy.

§ 5 Documents provided

5.1 The seller reserves the copyright to all documents provided to the customer, such as e.g. calculations, drawings, as well as programming, installation and operating instructions, etc.

5.2 These documents may not be made accessible or duplicated by third parties unless the Seller gives the Customer express written consent.

§ 6 Prices and payment

6.1 The prices shown by the seller are in euros and do not include shipping costs. Subject to possible typographical errors, all prices quoted by the seller are to be regarded as non-binding and subject to change. Prices include VAT.

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6.2 Shipping costs are shown separately as Euro prices and are in addition to the prices of the goods. The shipping costs include the cost of packaging. For delivery outside of Europe, additional or higher shipping costs may be incurred, which are to be paid by the buyer. For this purpose, a prior agreement with the seller (info@sst-spezial.de) is necessary.

6.3 The following payment options are available, which the customer can select in the ordering process of the online store:

- By **PayPal** (PayPal, direct debit, credit card or purchase on account)
- By **Stripe** (credit card, Apple Pay and Google Pay)
- By **prepayment** (bank transfer)
- **Cash on delivery**

6.4 If the customer selects the payment method PayPal or Stripe, he will be redirected to the website of the payment service provider. In order to be able to pay, the customer must be logged in or register there.

6.5 If additional financial transaction fees be incurred due to a transfer of funds from abroad, these shall be borne by the customer.

§ 7 Reservation of proprietary rights

7.1 Until full payment of the entire purchase price by the customer, the goods remain the property of the seller.

7.2 As long as the Seller's goods are subject to retention of title, the Customer hereby assigns to the Seller in the event of resale all claims in the amount of the invoice amount arising from the resale. The seller accepts the assignment, but the customer is authorized to collect the claim. If the customer does not meet his payment obligations, the seller reserves the right to collect claims himself.

7.3 Should goods subject to retention of title be seized by a third party, this must be reported to the seller immediately.

§ 8 Right of set-off and retention

8.1 If the customer is an entrepreneur, he is only entitled to a right of set-off if his claim is undisputed or legally established.

8.2 The customer can only exert a right of retention if his counterclaim is based on the same contractual relationship.

§ 9 Terms of delivery

9.1 Delivery shall be made to the delivery address specified by the customer. When concluding a contract via the online shop, the address given there is decisive. The entered address data can be checked again by the customer before the conclusion of the contract and, if necessary, corrected.

9.2 If the goods have to be sent back to the seller by the shipping service provider because delivery to the customer was impossible, the customer bears the costs of unsuccessful delivery. This does not apply if the customer is not responsible for the unsuccessful delivery or if the customer was temporarily prevented from accepting the delivery, unless he has been

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informed of the upcoming delivery by the seller a reasonable time in advance. In addition, this regulation does not apply to the shipping costs if the customer has effectively revoked.

9.3 The specific conditions for returning and returning the goods in the event of an effectively exercised right of withdrawal are described in detail in the cancellation policy.

9.4 A collection is only possible in exceptional cases after prior agreement and appointment with the seller (info@sst-spezial.de). There are no shipping costs. The collection must be acknowledged in writing.

9.5 If the customer is a consumer, regardless of the mode of shipment, the risk of accidental loss or deterioration of the goods during shipment shall pass to the customer upon handover of the goods to the customer or a third party named by him who is not the carrier.

9.6 If the customer is an entrepreneur, the risk of accidental loss or deterioration of the goods during dispatch shall pass to the customer upon handover of the goods to the carrier. This applies regardless of the location from which the goods are shipped and who bears the shipping costs.

9.7 The seller is entitled to make partial deliveries as long as the deliveries are made within the agreed deadlines and the partial deliveries are in the interest of the customer and are reasonable for the customer. The additional costs for such partial deliveries shall be borne by the seller.

§ 10 Warranty

10.1 The statutory warranty rights apply.

10.2 If the customer is a consumer, the liability period for new items is two years. If the customer is an entrepreneur, claims due to material defects shall become statute-barred within one year. In the event that a used article is sold, claims by consumers regarding material defects become statute-barred within one year and claims of entrepreneurs are excluded. These restrictions do not apply if the seller has fraudulently concealed defects, has given an explicit guarantee for the quality of the goods or in the case of claims of the customer for damages or reimbursement of expenses.

10.3 If an obvious transport damage is detected when the goods are delivered by the shipping service provider to the customer, the customer is asked to complain about this damage directly to the delivery service provider and to inform the seller. Upon receipt of the shipment of goods, it should be checked by the customer for obvious defects, correctly delivered items and completeness and any defects should be reported to the seller immediately. If the customer does not comply with these recommendations, this has no effect on his statutory or contractual warranty claims.

10.4 Complaints or warranty claims may be addressed to the Seller by the Customer by e-mail (info@sst-spezial.de) or by post (see § 1, paragraph 1). In the event of a complaint, returns are also made to the address of the seller and in the event of a defect, the seller also bears the costs incurred for this.

§ 11 Liability

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11.1 The seller excludes liability for slightly negligent breaches of duty, provided that these do not concern essential contractual obligations, damages resulting from injury to life, limb or health, guarantees or claims under the German Product Liability Act (ProdHaftG).

11.2 The same applies to breaches of duty by our vicarious agents and our legal representatives.

11.3 The essential contractual obligations include, in particular, the obligation to hand over the goods to the customer and to provide him with ownership of them as well as to ensure that the goods are free of material defects and defects of title.

§ 12 Dispute resolution

12.1 The European Commission provides a platform for out-of-court online dispute resolution (ODR platform):
<http://ec.europa.eu/consumers/odr>

12.2 The seller's e-mail address is: info@sst-spezial.de

12.3 The seller is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

§ 13 Applicable law

13.1 These GTC, the purchase contract and the legal relationships between seller and customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the UN Sale of Goods (CISG).

13.2 If the customer is a consumer, this shall only apply to the extent that he is not deprived of protection by mandatory legal provisions of the state in which he has his habitual residence at the time of conclusion of the contract.

13.3 If the customer is a consumer with sole residence and delivery address outside the European Union (EU) at the time of conclusion of the contract, this choice of law does not apply with regard to the statutory right of withdrawal.

§ 14 Partial ineffectiveness

14.1 Should individual provisions of these GTC or the purchase contract not be legally effective in whole or in part, not be enforceable, become legally ineffective, become unenforceable or contain a gap, the remaining provisions shall remain unaffected. If the customer is an entrepreneur, both contracting parties shall endeavour to replace the relevant provision(s) with an economically equivalent provision.