

**General Terms and Conditions
for the DIEZ OFFICE Onlineshop
(12/2021)**

1. Applicability, consumer, entrepreneur

- 1.1. These terms and conditions apply to customers who order products in our online shop. Unless otherwise stated, they apply to consumers as well as to entrepreneurs.
- 1.2. A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity (§ 13 of the German Civil Code, hereinafter BGB). An entrepreneur is a 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 (§ 14 BGB).
- 1.3. If you are an entrepreneur, the following shall apply: These terms and conditions shall apply exclusively to all - including future - deliveries and services. Deviating or additional terms and conditions of you shall not become part of the contract unless we expressly agree to them. In this case, they shall only apply to the respective individual contract. Individual agreements always have priority.

2. Conclusion of contract

- 2.1. The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue.
- 2.2. You can place the selected goods in the "shopping cart". On the page "Shopping cart" we guide you through the ordering process. You can change and correct your entries there by clicking on the corresponding buttons. Before completing the order, we will show you all the data again, in particular the shopping cart, the prices and your personal delivery and invoice data, which you can change and correct if necessary by clicking on the corresponding buttons.
- 2.3. By clicking the button "Order subject to payment" you place a binding order for the goods contained in the shopping cart. The confirmation of receipt of the order follows immediately after sending the order and does not yet represent acceptance of the contract. We can accept your order by order confirmation by e-mail or by delivery of the goods.
- 2.4. The conclusion of the contract is subject to the reservation of self-delivery by our suppliers. This does not apply if we are responsible for the non-delivery, in particular if we have not concluded a congruent hedging transaction. We will inform

you immediately about the non-availability of the goods and immediately refund any consideration already paid.

- 2.5. You can view these General Terms and Conditions at any time at <https://www.diezshop.com/terms-conditions/> save them as a PDF file and print them out. In addition, we save the text of the contract and send you the order data by e-mail. You can also print out this data as part of the ordering process as an "order confirmation". You can view past orders in your customer account.

3. Revocation

The provisions of this clause 3 shall only apply to consumers:

3.1. Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must send us

DIEZ OFFICE

Owner: Stefan Diez

Geyerstraße 20

80469 Munich

Phone: +49 (89) 55 29 45 13

E-Mail: mail@diezoffice.com

by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) about your decision to revoke this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the expiry of the cancellation period.

Consequences of revocation

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

3.2. Sample cancellation form

(If you wish to cancel the contract, please fill in and return this form).

To:

DIEZ OFFICE

Owner: Stefan Diez

Geyerstraße 20

80469 Munich

Phone: +49 (89) 55 29 45 13

E-Mail: mail@diezoffice.com

I/we hereby revoke the contract concluded by me/us for the purchase of the following goods

ordered on/received on

Name of consumer(s)

Address of consumer(s)

.....

Signature of the consumer(s)
(only in the case of notification on paper)

Date

4. Delivery, return of packaging

- 4.1. If you are an entrepreneur, the risk shall pass to you as soon as we have handed over the delivery to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment.
- 4.2. We only deliver to the countries listed in the shipping overview <https://www.diezshop.com/wp-content/uploads/2021/12/Shipping-Overview.pdf>
Customers from other member states of the European Union without a delivery address in one of the countries listed have the option of having the ordered products delivered to a delivery address in one of the countries listed.
- 4.3. Unless otherwise stated with the respective product, the delivery times listed with the shipping costs apply.
- 4.4. We are entitled to make partial deliveries and provide partial services, insofar as this appears advantageous for speedy processing and is reasonable for the customer. Additional costs arising from partial deliveries will not be invoiced.
- 4.5. If ordered goods are delivered to you fully assembled, the forwarding agent will take the packaging material back with them at your request. For this purpose, please speak to the staff of the forwarding agent during delivery.

5. Prices, shipping costs

- 5.1. The prices at the time of the order apply. All prices are inclusive of the German sales tax and plus shipping costs. If, in deviation from this, no sales tax or the sales tax applicable in your country is incurred for your order, the prices will be adjusted accordingly during the order process and displayed to you before the order process is completed.
- 5.2. Our current shipping costs can be found in the shipping overview <https://www.diezshop.com/wp-content/uploads/2021/12/Shipping-Overview.pdf>
- 5.3. Insofar as prices are based on the weight of the goods, the weight determined by us shall be taken as a basis; during transport to you and during intermediate storage, there may be a natural reduction in weight.

6. Payment, invoice

- 6.1. The possible means of payment are listed at the beginning of the order process.

6.2. We are entitled to send you an electronic invoice (e.g. as a PDF document) by e-mail, unless otherwise agreed. We may, at our discretion, also send the invoice on paper.

7. Retention of title

7.1. The goods remain our property until they have been paid for in full.

7.2. If you are an entrepreneur, the following also applies:

7.2.1. We retain title to our goods until all claims, including future claims, arising from the entire business relationship, including all ancillary claims, have been paid in full and until all bills of exchange and cheques have been honoured ("goods subject to retention of title"). In the case of a current account, the reserved property shall serve as security for the balance of the account.

7.2.2. In the event of any breach of contract by you, in particular in the event of default in payment, we may demand surrender of the goods subject to retention of title which are our property; we shall be entitled to take possession thereof. Our taking back of the goods subject to retention of title shall constitute a withdrawal from the contract. After taking back the goods subject to retention of title, we shall be entitled to realise them. The proceeds of the realisation shall be credited against your liabilities - less reasonable realisation costs.

7.2.3. You are permitted to resell the goods subject to retention of title within the scope of your ordinary business operations. You hereby assign to us all claims against your customers arising from the resale; we hereby accept the assignment. You shall remain authorised to collect the claims assigned to us. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as you meet your payment obligations, are not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. If this is the case, however, you must immediately send us a list of the assigned claims upon request, stating the address of the customer and the amount of the claim. At our request, you shall inform the customer of the assignment and provide us with the information required to assert our rights and hand over the necessary documents.

7.2.4. Extraordinary dispositions, such as pledging and transfer by way of security, are not permitted. Access by third parties to the reserved goods or to a claim assigned to us, in particular seizures, must be notified to us by you in text form without delay. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with § 771 German Civil Procedure Code (ZPO), you shall be liable for the loss incurred.

- 7.2.5. We undertake to release the securities to which we are entitled at your request insofar as the value of the securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is incumbent upon us. The release shall be effected by transfer of title or reassignment.

8. Offset, right of retention

You shall only have the right to offset if your counterclaim has been legally established or is undisputed. This offsetting prohibition does not apply to counterclaims due to a defect which are based on the same contractual relationship as our claim. You are only entitled to exercise the right of retention insofar as your counterclaim is based on the same contractual relationship.

9. Defects

9.1. In case of defects you have the legal claims.

9.2. If you are an entrepreneur, the following also applies:

9.2.1. You must immediately inspect the goods received for defects. Visible defects must be reported immediately, at the latest within ten working days after delivery, and non-visible defects at the latest within five days after discovery, at least in text form. If you fail to comply with this obligation, the goods shall be deemed to have been approved. In the case of mutual commercial transactions between merchants, § 377 German Commercial Code (HGB) remains unaffected.

9.2.2. Deliveries are to be accepted by you, even if the goods have insignificant defects.

9.2.3. If a claim is made against you by a consumer or by way of recourse by an entrepreneur due to a defect in the goods, you must notify us immediately. Recourse against us is only possible insofar as you have not concluded an agreement with your customers that goes beyond the statutory claims for liability for defects.

9.2.4. The limitation period for claims due to a defect in the goods is one year. This shall not apply to claims for damages which are directed towards compensation for bodily injury or damage to health or which are based on intent or gross negligence on our part or on the part of our vicarious agents. The limitation of recourse claims shall also remain unaffected.

10. Liability

10.1. Our liability for damages and reimbursement of expenses for slight negligence is excluded, unless we have violated an essential contractual obligation, i.e. an

obligation the fulfilment of which makes the proper execution of the contract possible in the first place or on the observance of which you may regularly rely. In this case, our liability shall be limited to the damage typical for the contract, the occurrence of which we had to expect at the time of conclusion of the contract on the basis of the circumstances known to us.

10.2. However, our liability for damages arising from injury to body, life or health, for intent and gross negligence, for the absence of a guaranteed quality and under the German Product Liability Act is unlimited.

11. Limitation of claims for defects and damages

11.1. The statutory provisions on limitation shall apply.

11.2. If you are an entrepreneur, the following also applies: The limitation period for claims due to a defect is reduced to one year. The limitation period is also one year for claims for damages and reimbursement of expenses that are not based on a defect in the goods. This shall not affect liability for intentional or grossly negligent breaches of duty or liability for damages arising from injury to life, limb or health or liability under the German Product Liability Act.

12. Online dispute resolution, dispute settlement

12.1. The EU Commission provides a platform for out-of-court dispute resolution. This gives consumers the opportunity to initially resolve disputes in connection with their online order without the intervention of a court. The dispute resolution platform can be accessed via the external link <https://ec.europa.eu/consumers/odr>.

12.2. Our email address is mail@diezoffice.com

12.3. We always endeavour to settle any disagreements with our customers amicably. However, we are not prepared to participate in dispute resolution proceedings before consumer arbitration boards. We are also not obliged to do so.

13. Data protection

We inform about our handling of personal data in our data policy:

<https://www.diezshop.com/privacy-policy/>

14. Final provisions

14.1. The contract language is German and English.

14.2. German law shall apply. If you are a consumer, you may, notwithstanding this, invoke those provisions of the state of your habitual residence which may not be deviated from by agreement.

14.3. If you do not have a general place of jurisdiction in Germany, if you have moved your place of residence or your usual place of abode abroad after conclusion of the contract, if neither your place of residence nor your usual place of abode is known at the time the action is brought or if you are a merchant, a legal entity under public law or a special fund under public law, our registered office is agreed as the place of jurisdiction; however, we are also entitled to bring an action at your general place of jurisdiction.

14.4. Should one or more of these conditions be or become invalid, the validity of the remaining conditions shall not be affected.
