

# COMPUTERUNIVERSE

## Standard Contract Terms

### 1. General

(1) The following standard contract terms shall apply to all deliveries and offers of computeruniverse GmbH (in the following referred to as "computeruniverse"). Counter-confirmations of the customer with reference to its own standard or sales terms and conditions are hereby objected to.

(2) **Consumer** in terms of these standard contract terms is largely any natural person who enters into a legal transaction for a purpose which can be attributed neither to his/her commercial or independent professional activities. **Merchant** is every natural person, legal entity or partnership capable of holding rights, which enters into a legal transaction for a purpose which can be attributed to its commercial or independent professional activities.

### 2. Offer and Conclusion of the Contract

Our range of articles is not binding. The order of a customer is an offer to enter into a purchase contract. The following confirmation of the receipt of the order and any following status reports are no acceptance of the offer. The purchase contract is accomplished with delivery of the goods and confirmation of dispatch.

### 3. Prices, Postage and Packaging, Reshipment Charges, Partial Delivery

(1) Generally, our prices shall be those referred to in our product basket on our website at the time of order. Prices that deviate from this, which may be seen on pages that were downloaded from intermediate storage facilities (Browser-Cache, Proxies), may not be current and are thus invalid. In the absence of any express agreement in writing to the contrary, our prices shall be effective from the distribution centre excluding packaging, freight or possible cash on delivery charges. All prices on our websites include statutory VAT as far as the customer does not change its customer form to company, merchant or public utility, does not chose any non EU country as the country of delivery or as far as the website is directed solely to Merchants.

(2) Packaging materials shall become the property of the customer.

(3) Costs for postage and packaging are to be borne by the customer. They will depend on the form of shipment, form of payment, weight and shipping destination. They will be calculated and displayed in the product basket prior to any online order or, in the event of an order by telephone, they shall be quoted and shown separately on the invoice. The mode of shipment shall be chosen by the customer or, in the absence thereof, by computeruniverse according to the most feasible arrangement. An overview of the applicable shipment and payment options as well as the relevant prices shall be published on our websites.

(4) If the customer is a consumer and revokes his/her declaration to conclude a sales contract he/she shall bear the costs of the return shipment if the goods delivered are as ordered and the value of the returned product does not exceed € 40.00.

(5) In the event of partial shipments that have been arranged without consultation with the customer by us, follow-up shipments shall be made free of shipping charges. In the event that a customer wishes for shipment in specific lots, the additional agreed costs for the shipment of each lot shall be borne by the customer.

#### **4. Delivery Period**

The estimated delivery periods are dependent on the products and are displayed on our website through symbols or specific comments. In the event that a delay of the estimated delivery occurs after an order has been made, the customer shall automatically be informed by E-Mail. Provided that the customer is a consumer, he is entitled to cancel his/her order or to make modifications to such order free of charge at any time prior the revocation right takes effect, unless otherwise agreed.

#### **5. Passage of risk and warranties**

(1) If the customer picks up the goods, then the risk of accidental loss or accidental damage to the goods shall pass from computeruniverse to the customer at the time when the goods are transferred to the customer. If computeruniverse ships the goods to the customer the risk shall pass to the customer which is a merchant as soon as the goods are handed over to the carrier. If the customer is a consumer the risk shall pass as soon as the carrier has delivered the goods to the consumer.

(2) The warranty period shall begin at the time when the goods are delivered. The statutory warranty provisions shall apply.

(3) Provided that the customer is a consumer, the periods of limitation for statutory claims for defects shall be two years for new goods and one year for used goods.

(4) If the customer is a merchant the limitation period for warranty claims is one year. computeruniverse is authorised to choose between curing the defect and delivering a defect-free good as subsequent performance. Obvious defects in the products or the performance rendered by computeruniverse must be notified in writing immediately, at the latest within fourteen days after receipt of the goods. If such defects are not notified in time, the goods are deemed to have been approved and accepted, with all inherent warranty rights expiring.

(5) computeruniverse shall not be liable for normal wear and tear of the good or defects which are a result of incorrect or negligent handling or treatment or which are caused by unusual conditions of use.

#### **6. Restrictions on Liability**

(1) The restrictions on liability shall not apply to damage which occurs as a result of intentional acts or gross negligence or damage to life, body or health.

(2) Irrespective of their legal basis claims for damages which are directed either against computeruniverse or its agents shall be limited to the amount which computeruniverse reasonably expected to receive at the conclusion of the contract. Where the damage does not result from the violation of an essential contractual obligation, which is such an obligation that is necessary for the fulfilment of the contract and on which fulfilment the costumers regularly rely and may rely, the amount of damages shall be limited to a maximum amount of

ten times the contractual value. The customer shall be responsible for the safe storage of its data. computeruniverse is only liable for those expenses, which are necessary for the recovery of data presuming regular backups undertaken by the customer.

## **7. Payment**

(1) Unless otherwise agreed, all our invoices shall be payable immediately without any deductions.

(2) The customer shall be entitled to choose among several different payment options which shall be offered depending on the order amount, the mode of delivery, the shipment address, and the preferences specified in the customer's account. The various possibilities are displayed in the product basket and are described in the info area of our websites.

(3) computeruniverse hereby reserves the right to fill the order only against cash on delivery or payment in advance in individual cases or in the event that a bank or an offeror of the respective payment mode has rejected payment. In such cases, the customer shall be entitled to accept or revoke his/her order.

(4) Costs which arise as a result of reversing a payment transaction for lack of funds or as a result of data transmitted incorrectly by the customer shall be charged to the customer.

(5) Cheques are not accepted.

(6) In the event of default of payment, computeruniverse shall be entitled to charge consumers interest of at least 5 percentage and merchants of at least 8 percentage points above the applicable base rate.

(7) Any set-off of counterclaim shall not be permitted unless proven at law or if undisputed. The retention of payments by the purchaser for counterclaims resulting from unrelated contracts shall be excluded.

## **8. Reservation of Title**

All items delivered by computeruniverse remain our property until such items have been paid in full and all claims resulting from the transaction have been met. This shall also apply to conditional claims.

If the customer is a business or merchant, the following provisions shall apply: seizures by third parties of items owned or co-owned by computeruniverse must be notified by the customer immediately. Any costs arising in relation to judicial proceedings or settlement out of court which computeruniverse undertakes to secure its rights shall be borne by the customer. The customer shall assign as a security all claims (including all claims for balances under the current account) which arise in connection with the items being sold on or on any other legal grounds to computeruniverse. The customer is hereby irrevocably entitled to collect on its behalf and for its account all claims assigned to computeruniverse. This direct debit authorisation may be revoked if the customer does not meet its payment obligations in an orderly manner.

## **9. Right of revocation for consumers**

## Revocation right

If you are a consumer, you are entitled to cancel this contract without stating reasons for such action. The revocation period is fourteen days from the day on which you, or a third party stated by you who is not the carrier, have taken possession of the last goods. To exercise your revocation right you need to inform us, computeruniverse GmbH, Grüner Weg 14, D-61169 Friedberg, Tel.: +49 6031 7910-0, Fax: +49 6031 7910-200, [info@computeruniverse.net](mailto:info@computeruniverse.net), by way of an unequivocal declaration (e.g. a letter sent by post, facsimile or an e-mail) of your decision to cancel this contract. You may use the enclosed [model withdrawal form](#) or complete and forward another unequivocal declaration via our website ([RMA form](#)) electronically. If you make use of this option, we shall send you confirmation of receipt of such a revocation without delay (e.g. by e-mail). Sending the notification of exercising the revocation right prior to expiry of the revocation period is deemed sufficient with regard to honouring the revocation period.

## Revocation consequences

If you cancel this contract, we shall be required to repay to 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 selected a type of delivery other than the most favourable standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your revocation of this contract. For this repayment we shall use the same payment method that you used in your original transaction unless something to the contrary was expressly agreed with you; under no circumstances shall we charge you fees for such a repayment.

You are to send the goods back to us, or hand them over to us, without delay and in any case at the latest within fourteen days from the day on which you notify us of the revocation of this contract. The period is deemed honoured if you send the goods prior to expiry of the period of fourteen days. The direct cost of returning the goods shall be borne by you if the price of the goods to be returned does not exceed an amount of € 40.00. Otherwise, returning goods shall be free of charge for you. We shall collect at our cost items from you that are not suitable for shipping as parcels.

You will only be required to pay for a potential loss in value of the goods if such a loss in value is attributable to handling the goods that is not required for a review of the quality, characteristics and proper functioning of the goods.

## 10. No revocation right

A revocation right does not apply to contracts for the delivery of sound or video recordings or computer software in a sealed package or goods that are sealed for hygiene or health protection reasons if the seal has been removed following delivery. In the case of the delivery of data that are not contained on a data carrier (e.g. downloads), the revocation right shall expire if the consumer consents to the contract being executed prior to expiry of the revocation period and confirms that he forfeits the revocation right by way of the execution of contract.

## **11. Assignment of Claims**

The customer shall not be entitled to assign his/her claims under this contract. The customer may assign his/her claims under this contract to the Trusted Shops GmbH, as long as the Trusted Shop GmbH pays the customer due to the customer protection.

## **12. Data Protection**

(1) Our data protection procedures are in conformity with the applicable data privacy laws.

(2) computeruniverse shall use the customer's E-Mail address only for information letters which accompany the orders and, if desired by the customer, for its own newsletters. Additionally, computeruniverse sends to the customers via E-Mail regularly diligently chosen offers of similar products of its product range. The customer is entitled to object to the use of his/her E-Mail address for marketing purposes by formless E-Mail, without incurring costs other than the transmission costs based on the basic tariff.

(3) computeruniverse shall not forward any personal customer data to any third parties. An exemption hereto exists for such service partners which require the transfer of data to process its orders. In these cases, the scope of the transmitted data shall be restricted to the necessary minimum.

(4) The customer shall be informed about and be given the opportunity to correct, block and delete his/her personal data. If judicial or contractual keeping obligations exist or any other judicial reasons oppose to a deletion, the data will be blocked.

## **13. Offer agreement with JSC Russian Post**

Paying for the goods, you enter into a public contract with JSC "Russian post" (browse the public contract text on <https://customs.pochta.ru/oferta>), which is an Authorized operator for the purposes of declaration of goods sent by international mail and payment of customs duties regarding to such goods. computeruniverse is not responsible for your obligations to pay customs duties and declare goods, as well as for the performance of its obligations to you by the Authorized operator (as mentioned above) in accordance with the public contract. In accordance with these Terms and conditions, you authorize computeruniverse to transfer information about the number and date of your order to the Authorized operator, as well as the amount of payment to be made in accordance with the requirements of Russian legislation connected with the declaration of goods and payment of customs duties. computeruniverse is not responsible for processing of your payment and for processing of the data provided by you to the Authorized operator and is not involved in any way in these transactions.

## **14. Miscellaneous**

(1) These standard terms and conditions contain all rights and obligations of the contract parties.

(2) If the customer is a merchant or does not reside within the European Union, our company seat shall be the exclusive venue for all legal disputes between the contract parties, including all lawsuits in connection with bills of exchange and cheques.

(3) Duty to inform according to section 36 VSBG

computeruniverse is generally not legally obligated and not willing to take part in dispute resolutions through Consumer Arbitration Services.

(4) The laws of the Federal Republic of Germany shall exclusively apply. The provisions of the UN Convention on the International Sale of Goods shall not apply. Regarding commerce with end-consumers within the European Union, the relevant laws of that country may also be applicable, provided that it concerns obligatory consumer rights provisions.

(5) In the event that one or several of the above provisions is or becomes invalid, the validity of the remaining provisions shall not be affected. The parties will try to replace invalid provisions by such provisions which are valid and come closest to the commercial purpose intended by the parties.

computeruniverse GmbH  
Grüner Weg 14  
D-61169 Friedberg

Deutschland/Germany

Tel.: (+49) (0)6031/7910-0  
Fax.: (+49) (0)6031/7910-200  
[info@computeruniverse.net](mailto:info@computeruniverse.net)  
<https://www.computeruniverse.net>

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