

## General Terms and Conditions for Business Customers

As of August 2024

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### General & Scope

The following **General Terms and Conditions (GTC)** apply to all business relationships between you as a business customer and computeruniverse (a brand of Cyberport SE). The version of these General Terms and Conditions valid at the time of the conclusion of the contract is authoritative. As a business customer, we refer to all entrepreneurs and legal persons under public law in the sense of § 310 Para. 1 BGB (German Civil Code). Our GTC apply exclusively; we do not recognise any terms and conditions of the business customer that conflict with or deviate from our GTC unless we have expressly agreed to their validity in writing or in text form.

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### How we contract with you

An essential part of our business philosophy is trading via the Internet. To ensure that your order runs smoothly, we would like to keep it as described below: Our presentation of goods on the Internet or in print media does not constitute an offer, but a non-binding invitation to you to order these products from us. Your order of the desired products via our website ([computeruniverse.net](https://computeruniverse.net)), by e-mail ([b2b@computeruniverse.net](mailto:b2b@computeruniverse.net)), by fax (+49 6172 3917-200), in writing, in text form or by telephone ((+49 6172 3917-0) is a legally binding offer to conclude a purchase contract. We will confirm receipt of your order without delay. In the case of advance payment orders, a contract is concluded when computeruniverse sends the order confirmation e-mail. Otherwise, a contract is concluded with the sending of the dispatch confirmation e-mail. Please note that the text of the contract relating to your order will not be stored by us and cannot be retrieved after the contract has been concluded. The contract language is German. If you order a mobile phone contract in addition to the goods, this will be concluded directly with the mobile phone operator; computeruniverse is merely an intermediary for the mobile phone contract.

When purchasing a photovoltaic system or its components, you confirm that you are the operator of the photovoltaic system that is or will be installed on or near a beneficiary building

within the meaning of § 12 para. 3 no. 1 sentence 1 UStG (private dwelling, flats or public or other building used for activities serving the public good) or whose installed gross output does not or will not exceed 30 kW (peak) according to MaStR.

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### **What do you have to consider for the delivery?**

For all products shown on our website, we provide concrete information on availability or delivery date. Nevertheless, we must reserve the right to self-delivery for items that we do not keep in stock. In the event of delays in delivery, you will be informed immediately. Although we assume, together with you, that the goods will be transported without damage, it is the case that the risk of accidental loss and accidental deterioration of the goods passes to you when the goods are handed over, in the case of a mail order purchase, when the goods are delivered to the forwarding agent/freight service or to the person or institution otherwise designated to carry out the shipment. The handover shall be deemed to have taken place if you are in default of acceptance. When downloading and sending data via the Internet, the risk of loss and alteration of the data shall pass to you when the network interface is crossed.

If goods are delivered with obvious damage to the packaging or contents, we would like to ask you to complain about the damage immediately to the forwarding agent/freight service, to refuse acceptance if necessary and to contact us as soon as possible so that we can protect our rights against the forwarding agent/freight service. Please also inform us of hidden defects as soon as they are discovered so that we can contact our supplier. Your warranty rights as a business customer remain unaffected, of course.

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### **What costs what and how can you pay?**

Another important point to avoid disputes from the outset are our very clear price quotations and terms of payment. The prices valid on the day of the order are decisive. Should the prices for the products ordered by you be corrected downwards between the order and delivery to you, we will grant a credit note for the difference in price upon request. In the case of a mail order purchase, the price is exclusive of shipping costs. You shall only be entitled to a right of set-off if your counterclaim has been legally established or is undisputed; this restriction shall not apply if your counterclaim is in a mutual relationship with our claim. You are only entitled to exercise a right of retention if your counterclaim is based on the same contractual relationship.

Our shipping methods are primarily based on your delivery requirements and we offer the following models: First of all, we offer standard delivery, where the goods are delivered to you with a delivery period of approx. 1 to 3 working days after the goods have been handed over to the forwarding agent. We also offer express delivery throughout Germany, where we usually deliver the goods to you by 2 p.m. on the following working day after handing them over to the forwarding agent. Please understand that we cannot offer this service for delivery addresses on the German islands. Delivery by express delivery can only be made on the following working day at the earliest if we receive your order by 6 pm on a working day (Mon to Fri) and the goods are available from stock. Express delivery only takes place from Tuesday to Saturday. On (regional as well as German) public holidays, there may be deviations from this rule. Some particularly sensitive, high-quality and specially marked products from our range are delivered exclusively by express delivery.

For the shipping models described above, we assume that the assembly, mounting and installation of the goods delivered by us will be carried out by you and that it is a domestic delivery of goods. For details of our logistics model, please refer to our website [computeruniverse.net](http://computeruniverse.net). The costs shown there will be notified and shown separately for each order. Should you wish a partial delivery, we are entitled to charge the aforementioned costs for each partial delivery. If you wish a delivery abroad, please enquire about the exact amount of the costs for the delivery.

You can pay for the goods in particular by prepayment, instant bank transfer, credit card or invoice. We reserve the right to exclude individual payment methods, even after your order. If you pay in advance, you will receive an electronic message indicating the amount to be paid and our bank details. When your payment is credited to our accounts, the ordered products will be shipped to you immediately upon availability. If you pay by credit card, the goods will be shipped to you immediately upon availability after your credit card company approves the transaction. However, we will not charge your credit card until the day your shipment leaves our premises. With the payment method Sofortüberweisung the goods will be shipped to you immediately after confirmation of the successful completion of your payment at [sofortueberweisung.de](http://sofortueberweisung.de) if available. For public institutions and authorities, when paying by invoice, you must confirm your order to us by mail or fax on your official letterhead with signature and stamp. For bulk orders, please include a copy of your school, university, government or other confirmation of the public nature of your institution. If you would like to establish a new business relationship with us, please contact our business customer sales department by e-mail at [b2b@computeruniverse.net](mailto:b2b@computeruniverse.net) or by telephone at +49 6172 3917-0 for individual arrangements.

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### **The delivered goods are contrary to expectations not in order?**

Especially in the case of damage to the products supplied by us and the handling of warranty cases, we strive to find a mutually satisfactory solution peacefully and in trusting cooperation with you. With the deviations to be presented below, we consider the legal regulations to be good and sufficient. Should the goods delivered by us be defective, we shall be entitled, at our discretion, to repair the defective item or to make subsequent deliveries.

You must immediately inspect the delivered goods for deviations in quality and quantity and notify us of any recognizable defects in writing or in text form within a period of one week from receipt of the goods; otherwise the assertion of the warranty claim is excluded. The obligation to inspect and give notice of defects shall not apply if an inspection cannot reasonably be expected, taking into account the specific circumstances. Hidden defects must be reported to us in writing or in text form within a period of one week from discovery. Timely dispatch shall be sufficient to meet the deadline. You shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect. For new goods purchased from us, we grant a warranty of one year from delivery of the goods. In the case of used equipment, we take the liberty of excluding the warranty completely. The limitation of the warranty period does not apply if we can be accused of gross negligence and in the case of bodily injury and damage to health attributable to us and in the case of loss of life of you. Our liability under the Product Liability Act remains unaffected. A supplementary performance does not constitute an acknowledgement in the sense of § 212 BGB (German Civil Code). In order to avoid legal disputes, before asserting your warranty claims, you are furthermore obligated to make the goods complained about available to us for inspection of the defect, at our discretion, on your premises, by sending them to us or to a third

party designated by us. Please contact us by telephone on +49 6172 3917-0 to agree on the further procedure. With regard to the predominantly sensitive technical devices supplied by us, you will certainly understand that we cannot be held responsible for defects caused by improper measures or measures contrary to the terms of the contract, in particular during installation, connection, operation or storage.

Likewise, warranty claims shall expire if unauthorized third parties have interfered with the goods delivered by us or if modifications have been made thereto or consumables have been used which do not comply with the manufacturer's specifications of the individual products delivered by us. The same shall also apply to such damage that occurs during the operation of the products delivered by us together with other devices whose compatibility is not ensured. If we replace individual components of the delivered items by way of subsequent improvement, we shall acquire ownership of the removed components. In the event of subsequent delivery, our company shall become the owner of the replaced equipment and/or components upon receipt of the replacement equipment by the contractual partner. Finally, we take the liberty of charging a service fee depending on the effort involved, but usually 60 euros, in cases where defects in the products supplied by us were demonstrably not detectable. We do not give you any guarantees in the legal sense. Manufacturer guarantees remain unaffected by this.

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### **Limitations of liability**

Should you have suffered any damage in connection with our products, we will endeavor to find an amicable solution with you in this case as well. However, we hope you will understand that we must limit our liability to a mutually acceptable extent. Thus, in the case of slightly negligent breaches of duty, our liability and that of our vicarious agents is limited to the foreseeable, contract-typical, direct average damage. We and our vicarious agents shall not be liable for slightly negligent breaches of non-contractual obligations, the breach of which does not jeopardize the performance of the contract. The above limitations of liability do not affect your claims under product liability or warranty. Furthermore, the limitations of liability do not apply in the event of bodily injury or damage to health attributable to us or in the event of loss of your life.

We are only liable for our own content on the website of our online store. Insofar as we provide access to other websites via links, we are not responsible for the third-party content contained therein. We do not adopt the external content as our own. If we become aware of illegal content on external websites, we will immediately block access to these pages.

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### **Reservation of ownership**

We retain title to the goods until all claims against the customer have been satisfied, even if the specific goods have already been paid for. You must inform us immediately of any compulsory execution measures by third parties against the goods subject to retention of title, handing over the documents necessary for an intervention; this also applies to impairments of any other kind. Irrespective of this, you must inform the third party in advance of the rights existing in the goods. Insofar as the third party is not in a position to bear our costs of an intervention, you shall be obliged to reimburse these to us. Furthermore, in the event that the reserved goods are resold or leased, you hereby assign to us as security all claims against your customers arising from the aforementioned transactions until all our claims have been satisfied. In the event of processing of the reserved goods, their transformation or their combination with another item, we shall

acquire direct ownership of the manufactured item. This shall be deemed to be goods subject to retention of title. If the value of the security exceeds our claims against you by more than 20 percent, we shall, at your request and at our discretion, release securities to which we are entitled to the corresponding extent. Finally, as long as you are not yet the owner:in and the goods are already with you, you are obligated to sufficiently insure the items at your own expense against destruction or damage, in particular by fire, water, burglary and theft, and in this case you must provide us with an inspection of the insurance policy upon request. Any insurance claims in this respect are also already assigned to us. Unfortunately, we also have to discuss particularly unpleasant cases - since these also occur - with you: If you are in default with one or more payments in whole or in part, if you suspend your payments or if judicial insolvency proceedings are pending, then you may no longer dispose of the goods delivered by us. In this case, we shall be entitled to withdraw from the contract, to take back the goods in your possession or to revoke the right of resale. We shall then also be entitled to demand information about the recipients of the goods still belonging to us, to disclose the assignment of the claim and to collect the claim ourselves.

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## **Return**

You are entitled to return the goods purchased from us if you notify us within two weeks of receipt of the goods that you wish to return the goods and return the goods to us within the aforementioned period. We may then receive your notification in this regard by telephone at +49 6172 3917-0 and from Monday to Friday from 9 a.m. to 6 p.m. in order to coordinate the details of the return with you. The return shipment is at the expense and risk of the purchaser. We can only grant you this return option if the products are complete (including all accessories, manuals, vouchers, products from special promotions, etc.), unused and unopened in the original packaging. Generally excluded from return are computers and technical devices that were custom-made by us in the so-called BTO process (Built-to-Order), or goods that were not listed in our web store, but were purchased at the special request of our business customers. Finally, the return of goods that are naturally unsuitable for return (e.g. sealed goods after removal of the seal) is excluded. This applies in particular to RAM components, motherboards, storage media, software, audio or video recordings, warranty extensions, magazines, as well as devices whose SIM card has been put into use or whose (super) PIN has been disclosed and services that have been transmitted online (e.g. software for download, codes). We reserve the right to charge a discount of 50 percent if we suffer a significant economic disadvantage as a result of the return. After receipt and inspection of the returned products by us, you will be refunded the purchase price. Costs for shipping the goods, for installation and removal of the goods as well as other services/works that you have ordered from us in connection with the goods cannot be reimbursed in the event of a return.

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## **Data protection**

We take the issue of data protection very seriously and collect, process and use your recorded data in accordance with the data protection regulations of the Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG). You can obtain further information on the subject of data protection at computeruniverse under this [Link](#).

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**Final provisions**

The validity of the UN Convention on Contracts for the International Sale of Goods is excluded; German law shall apply. For contracts that we conclude with you, Dresden is the place of performance and exclusive place of jurisdiction. Finally, we would like to point out that if individual provisions of these terms and conditions or of the contract concluded with you are invalid in whole or in part, the validity of the rest of the contract shall not be affected.

computeruniverse (A brand of Cyberport SE), P.O. Box 10 11 41, 01081 Dresden, Germany

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