

## General Terms and Conditions for Private Clients

As of July 2023

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### General & Scope

The following **General Terms and Conditions** (GTC) apply to all business relationships between you as a private 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. We refer to consumers as private customers in accordance with § 13 BGB (German Civil Code).

### 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, by e-mail, fax, in writing, in text form or by telephone 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.

## **Article return for private customers: Right of withdrawal - Cancellation policy**

### **Right of withdrawal:**

You have the right to cancel this contract within 14 days without giving any reason. The withdrawal period is a) in the case of a sales contract, 14 days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the goods, b) in the case of a contract for several goods which you have ordered as part of a single order and which are delivered separately, 14 days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods. (c) in the case of a service contract or a contract for the supply of digital content which is not supplied on a physical medium, 14 days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us, computeruniverse (A brand of Cyberport SE), Logistikzentrum, ST Siebenlehn, Auf dem Versandweg 1, 09603 Großschirma, Tel.: (+49) (0)6031 7910-0, Fax: (+49) (0)6031 7910-200, E-Mail: [info@computeruniverse.net](mailto:info@computeruniverse.net), by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the [model withdrawal form](#) (PDF, approx. 94 KB) provided here or the cancellation function in your online customer account, neither of which is mandatory. Zur Wahrung der Widerrufsfrist reicht es aus, dass Sie die Mitteilung über die Ausübung des Widerrufsrechts vor Ablauf der Widerrufsfrist absenden. To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

### **Consequences of withdrawal:**

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 without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the end of the period of fourteen days. We will bear the 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.

### **Special notes:**

If you finance this contract by means of a loan and revoke it later, you are also no longer bound by the loan agreement, provided that both contracts form an economic unit. This is to be assumed in particular if we are your lender at the same time or if your lender makes use of our cooperation with regard to the financing. If the loan has already accrued to us when the revocation takes effect or when the goods are returned, your lender shall enter into our rights and obligations from the financed contract in relation to you with regard to the legal consequences of the revocation or the return. The latter does not apply if the subject of this contract is the acquisition of financial instruments (e.g. securities, foreign exchange or derivatives). If you want to avoid a contractual obligation as far as possible, make use of your right of revocation and also revoke the loan agreement if you are also entitled to a right of revocation for this.

– End of the cancellation policy –

### **Notes:**

a) To facilitate your return, you can contact our customer service by telephone on (+49) (0)6031 7910-0 and have a Freeway Ticket sent to you, which you can use for a free return. The use of a Freeway Ticket is optional and alternatively it can be sent by post. However, we kindly ask you to refrain from returning the goods postage unpaid as part of your right of cancellation. Please note that if you choose an unnecessarily expensive shipping method, you may be liable for payment of the difference to a return by post.

b) We would also like to point out that if you return the goods without the original product packaging, you may have to pay compensation.

c) The right of withdrawal expires prematurely 1) in the case of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery; 2) in the case of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery; 3) in the case of a contract for the supply of digital content not on a tangible medium, if we have started performance of the contract after you have expressly agreed that we start performance of the contract before the expiry of the withdrawal period and have confirmed your knowledge that by giving your consent you lose your right of withdrawal when we start performance of the contract; 4) in the other cases of § 312g para. 2 S. 1 Nr. 4 and § 356 Abs. 4 BGB.

d) A right of revocation does not exist by way of exception 1) for goods which are not prefabricated and for the manufacture of which an individual selection or determination by you is decisive or which are clearly tailored to your personal needs; 2) in the other cases of § 312g para. 2 sentence 1 no. 2, 5 and 7 to 13

e) After receipt and inspection of the returned products by us, you will receive a refund of the purchase price. Costs for installation and removal of the goods as well as other services/works that you have commissioned from us in connection with the goods cannot be refunded in the event of a revocation.

f) If you have ordered a mobile phone contract in addition to the goods, the purchase contract and the mobile phone contract can only be revoked together; if you revoke the purchase contract, you also declare the revocation of the mobile phone contract at the same time and vice versa.

g) If you return goods to us without further explanation, we will generally assume that you wish to exercise your statutory right of cancellation.

#### **Model withdrawal form:**

(If you wish to revoke the contract, please complete and return this form).

- To computeruniverse (A brand of Cyberport SE) Logistics Centre, ST Siebenlehn, Auf dem Versandweg 1, 09603 Großschirma, Germany, fax number: (+49) (0)6031 7910-200, e-mail: [info@computeruniverse.net](mailto:info@computeruniverse.net)
- I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the case of notification on paper)
- Date

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(\*) Delete as applicable.

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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 the delivery date. However, we are entitled to withdraw from the contract insofar as we do not receive the delivery item despite the prior conclusion of a corresponding purchase contract on our part. Our liability for intent or negligence remains unaffected by this condition. In the event of this withdrawal, we shall inform you immediately of our own non-delivery and reimburse you immediately for any consideration already granted. The risk of accidental loss and accidental deterioration of the goods sold shall pass to you in the case of a mail order purchase when the goods are handed over to you. The handover is the same if you are in default of acceptance. 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.

## **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. All prices are gross prices in euros and include the statutory value added tax. 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.

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 5 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 or credit card. We reserve the right to exclude individual payment methods, even after your order. If you pay in advance, you will receive an electronic message stating the amount to be paid and our bank details. Once your payment has been 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 approval of the transaction by your credit card institution. However, we will not debit your credit card account until the day the delivery leaves our premises. If you pay by instant bank transfer, the goods will be dispatched to you immediately after confirmation of the successful completion of your payment at [sofortueberweisung.de](http://sofortueberweisung.de), subject to availability.

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## **The delivered goods are unexpectedly not in order?**

In particular in the event of damage to the products supplied by us and the handling of warranty cases, we endeavour 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. We ask you to notify us in writing or in text form of any obvious defects in the goods within two weeks of receipt. Your warranty rights as our customer remain

unaffected by this, of course. For goods purchased from us, we grant a warranty of two years from delivery of the goods. Subsequent performance does not constitute an acknowledgement within the meaning of § 212 BGB (German Civil Code).

In order to avoid legal disputes, you are obliged, before asserting your warranty claims, to make the goods complained about available to us for inspection of the defect, at our discretion either on your premises, by sending them to us or to a third party designated by us. Please contact our customer service by telephone on (+49) (0)6031 7910-0 to agree on the further procedure. In the case of the predominantly sensitive technical devices supplied by us, you will certainly understand that we cannot accept liability 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 lapse if unauthorised third parties have interfered with the goods supplied 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 supplied by us. The same shall also apply to such damage which occurs in the operation of the products supplied by us together with other devices whose compatibility is not ensured. Should we replace individual components of the items delivered by us by way of subsequent improvement, we shall acquire ownership of the replaced items. In the event of a subsequent delivery, our company shall become the owner of the replaced devices and/or components upon receipt of the replacement device by the contractual partner.

We do not give you any guarantees in the legal sense. Manufacturer's guarantees remain unaffected by this.

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## **Limitations of liability**

Should you have suffered damage in connection with our products, we will endeavour to find an amicable solution with you. 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 jeopardise 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 shop. 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 sites.

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## **Reservation of ownership**

We retain title to the object of purchase until the purchase price has been paid in full. The customer must inform us immediately of any enforcement 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, the customer must inform the third parties in advance of the existing rights to the goods.

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## **Data protection**

We take the topic of data protection very seriously and collect, process and use your recorded data in accordance with the data protection regulations of the German Data Protection Regulation (DSGVO) and the German Federal Data Protection Act (BDSG). You can find more 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, but only to the extent that you are not deprived of the protection afforded to you by mandatory provisions of the state in which you have your habitual residence.

The EU Commission provides a [platform for out-of-court dispute resolution](#). This gives consumers the opportunity to resolve disputes in connection with an online order without having to go to court. We will endeavour to settle any disagreements arising from our contract amicably. Beyond that, we are not obliged to participate in a conciliation procedure and unfortunately cannot offer you participation in such a procedure. Our e-mail address: [info@computeruniverse.net](mailto:info@computeruniverse.net).



Finally, we would like to point out that should individual provisions of these terms and conditions or of the contract concluded with you be invalid in whole or in part, the validity of the rest of the contract shall not be affected. If the customer does not have a general place of jurisdiction in Germany or in another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract is our registered office in Dresden; Germany.

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

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