

# Terms and conditions of

## Individual Computers Jens Schönfeld GmbH

Revision: december 3rd, 2015. This English translation is for informational purpose only. The legally binding language is German.

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### 1. Preface

Any business conducted with individual Computers Jens Schönfeld GmbH is exclusively based on the following terms and conditions. Different arrangements are only valid if they have been signed by both parties. This does not apply to consumers.

### 2. Scope

2.1 The terms and conditions of "individual Computers Jens Schönfeld GmbH" (subsequently "seller") are valid for all contracts that will be conducted between a consumer or entrepreneur (subsequently "customer") and the seller regarding the goods or services that are shown in the online-shop of the seller. With these terms, we object including other terms, especially buying terms of the customer. Exceptions will only be accepted in written form, signed by both parties.

2.2 A consumer as defined by these terms is any natural person that conducts business that is neither for commercial, nor for execution of a self-employed job. An entrepreneur by definition of these terms is any natural or legal entity that acts in execution of a self-employed job or in execution of a commercial business when conducting business with the seller.

### 3. Conclusion of contract

3.1 The products shown in the online shop of the seller are not binding offers, but they are meant for making a binding contract offer by the customer.

3.2 The customer can make the offer using the integrated online order form. When clicking on the „buy now“ button of the site, the customer makes a legally binding offer for a contract regarding the goods and services in the shopping cart to the seller.

3.3 The seller can accept the offer of the customer within five business days by:

- sending a written confirmation to the customer by fax or e-mail, where the arrival date of the confirmation at the customer's site is the relevant date for conclusion of the contract, or
- by delivering the goods to the customer, where the arrival date of the goods is the relevant date for conclusion of the contract, or
- by demanding a payment from the customer.

If more than one of the above is true, the contract will be concluded at the first date and time that one of the options above becomes effective. If the seller does not accept the customer's offer within said period of time, it is to be treated as refusal of the customer's offer, resulting in the customer not being bound to his/her offer any more.

3.4 The time allowed for accepting the offer starts on the day after the offer has been sent, and ends at the end of the fifth business day following the date of the offer. Saturdays, Sundays and officially recognised holidays at the seller's place are no business days by definition of these terms. The time allowed for accepting an offer can further be extended if holidays are announced on the website of the seller.

3.5 Purchase order processing is automated, and uses e-mail as mandatory way for making contact between buyer and seller. The customer must make sure that the e-mail address for purchase order processing is correct, and that the e-mails sent by the seller can be received. When using spam filters, the customer must make sure that all e-mails sent by the seller and by third parties contracted by the seller can be received. The seller recommends to add all e-mail addresses of the domain @icomp.de to the so-called white list of any spam filter.

3.6 For purchase orders as guest without registration, the terms and conditions are sent as PDF file via e-mail to the customer. We emphasize paragraph 3.5 for this. In addition to that, the terms are available on the server of the seller and can be downloaded and reviewed at any time.

3.7 Before sending a binding offer to the seller through the online order form of the website, the customer can alter all details with the usual keyboard, mouse or touch functions of his/her access device. In addition to that, all details will be summarized on a confirmation page that also allows changes through the usual keyboard, mouse or touch functions of the customer's access device.

3.8 If the customer uses an aid for barrier-free access of the seller's website, the customer must take special care for checking the correctness of his entered data. The seller's website does not offer aids for barrier-free access. Using such aids is understood to be the customer's risk.

3.9 For conducting business, only German language is available. Selected texts are available as English translations as a courtesy to the customer. These texts have been carefully verified to be equal to the German original in their meaning, but the legally binding text is only the German version.

## **4. Power of revocation and return shipping cost**

4.1 Consumers have the power of revocation. Detailed information can be found in the document „Widerrufsbelehrung“, which is part of this contract. The German statutory regulation for return shipping cost of June 13th, 2014 applies.

4.2 Partial revocation is possible. Combined products that are only sold together with other products are exempt from partial revocation. Such products are clearly marked in the product description of the seller's website. A revocation can only be made for all products of the combined product as a unit. This does not affect other products that are ordered at the same time with the combined product(s).

## **5. Prices and terms of payment**

5.1 If not mentioned otherwise in the product description, all prices are final prices that include statutory VAT. Shipping cost can be viewed at any time in the shopping card after entering the shipping address. Any additional cost will be clearly shown before the customer sends off his/her offer to the seller.

5.2 For deliveries to countries outside the EU, further cost may apply that are outside the seller's influence and must be paid by the customer. This includes, but is not limited to: Fees for money transfer between banks, currency conversion or import duties and taxes.

5.3 The customer has different payment options that are shown in the online shop of the seller.

5.4 If wire transfer has been selected, the payment is due immediately after conclusion of the contract.

5.5 In case of non-payment or incomplete payment after acceptance of the offer by the seller according to paragraph 3 of these terms, the seller has the right to revoke the contract after five business days have passed. Revocation is to be communicated without special form, for example by e-mail. In case of revocation, possible downpayments by the customer must be paid back within two weeks. Any cost that is involved with such a payment is to be paid by the customer and can be deducted from the amount paid back.

## **6. Delivery terms**

6.1 Delivery of goods is completed by parcel services to the address given by the customer during the order process. We have no provision for picking up the goods. The transaction is completed using only the address given by the customer during the order process. A deviation from this address can and will be made if the customer has chosen PayPal as payment method, and a different address is associated in the corresponding PayPal transaction. In that case, the customer will not be informed about the deviation of shipping address.

6.2 If a parcel service returns the good(s) to the seller because delivery was not possible due to circumstances that the customer must take responsibility for, the customer must pay for all cost of the unsuccessful delivery. This does not apply if the circumstances for the unsuccessful delivery are outside the customer's responsibility.

6.3 The customer is liable for correctness of all data that has been entered during the ordering process. The customer keeps the seller free of any damage that may be caused by wrong data that has been entered during the order process. This includes, but is not limited to: Extra shipping cost for a second shipping attempt, different taxes in the target country, different PayPal fees.

## **7. Liability for defects**

1. The statutory liability for defects applies with the following changes:

2. If the customer is an entrepreneur, the limitation period for pleading liability of a defect is one year. § 377 HGB is applicable. Subrogation of liability claims to a third party is excluded in this case.
3. The seller deals with scarce goods, so in case of a warranty case, spare parts may not be available as new parts. In this case, the seller has the right to repair the goods with used spare parts after communicating this to the customer. If the customer does not object within five business days, his agreement is implied. In case of the customer's objection, the customer has the right to adequately lower the price, or to revoke the contract.
4. If a defect has been repaired, the limitation period does not start over. It stays bound to the purchase date of the product. This also applies to parts that have been exchanged for new parts in execution of a repair. The original limitation period is not affected by any repair under warranty.
5. If a defect can't be removed by subsequent improvement and the seller can't provide a replacement or can only provide replacement at disproportionate cost, the seller has the right to revoke the contract. In this case, the seller must inform the customer immediately, and pay back all cost that was paid by the customer in completion of the contract.

## **8. Suitability of customer-supplied goods, data or content**

If according to the contract, the seller owes processing any user-supplied goods, data or content in addition to shipping ordered goods, the customer confirms that the supplied goods, data or content is suitable for processing in the way that the contract is requiring. Testing such goods, data or content for suitability is not offered by the seller. Should a contract become unfeasible due to unsuitable material supplied by the customer, the customer agrees to pay for all cost (workmanship and parts) that the seller had until the unsuitability has been discovered.

## **9. Indemnification from violation of third-party rights**

If according to the contract, the seller owes processing any user-supplied data or content in addition to shipping ordered goods, the customer must make sure that the supplied material is not violating any third-party rights (for example copyright or trademarks). The customer indemnifies the seller from third-party claims that may arise from such a violation that may be done by using this data according to requirements of the contract. The customer will pay for all adequate cost that the seller may have in defending such claims, including court and lawyer fees as defined by German law. This does not apply if the violation is not the customer's responsibility. In case of a third-party claim, it is the customer's duty to reveal any and all information to the seller that is required to verify such a third-party claim and, if necessary, defend against such a claim.

## **10. Applicable law, supplements**

For all privity of contract between the seller and the customer, German law is applicable, excluding the laws about international sales of movable goods. For customers, this choice is only valid as long as a mandatory lawful protection in the customer's home country is not withdrawn by this choice. If the customer is an entrepreneur, the place of jurisdiction is Simmerath, Germany.

Supplements and changes to these terms are only binding if they have been signed by both parties. e-Mail does not satisfy this requirement. This does not apply to consumers.