General Terms of Trade (as at: 10th May 2013)

§ 1 Scope of application and provider
§ 2 Conclusion of contract
§ 3 Prices
§ 4 Shipping costs
§ 5 Conditions of delivery
§ 6 Conditions of payment
§ 7 Reservation of title
§ 8 Information on your rights of revocation
§ 9 Transport damage
§ 10 Warranty
§ 11 Liability
§ 12 Concluding provisions
FAQs
How does the shopping cart system function?
Do I need to register?
When does my order become binding?
Will the text of the contract be stored?
How can I obtain buyer protection through the Trusted Shops system?
Compensation?

General Terms of Trade
(with information required by law)

§ 1 Scope of application and provider

These General Terms of Trade apply to all orders issued through the online shop of
hardwareversand.de GmbH
Daimlerweg 4, D-59821 Arnsberg
General Manager: Ralf Schwalbe
Registry court: Arnsberg
Register of companies No.: HRB 5956
Tax number: 343/5714/1215
VAT ID: DE254723813
(referred to below as *"hardwareversand.de"*).
hardwareversand.de is an approved online shop and is subject to the Trusted Shops code of conduct (able to be called up at www.trustedshops.de).
Service hotline: Mon. to Sat. 8 a.m. - 8 p.m.
Phone: 01805 / 711 117
(0.14 EUR/Min. from the fixed-line network, Mobile phone max. 0.42 EUR/Min.)
Fax: 01805 / 959 666
(0.14 EUR/Min. from the fixed-line network, Mobile phone max. 0.42 EUR/Min.)
E-Mail: information@hardwareversand.de

§ 2 Conclusion of contract

§ 2.1 The product depictions in the online shop serve to issue an offer of purchase. By clicking on the *[Order]* button,you issue a binding offer to buy. Our products are sold only for private use in the quantities normally used by households.

§ 2.2 We can accept your order by sending a separate confirmation of order by e-Mail or by delivering the goods *within five days*. Receipt of the order is confirmed automatically by e-Mail immediately after the order has been send, although this still does not represent an acceptance of contract.
§ 2.3 Should our confirmation of order contain written or print errors, or if our pricing stipulations are subject to technical transmission errors, we are entitled to contest such, whereby we must prove our error to you. In this case, we will refund any payments you have made without delay.
§ 3 Prices
The prices stated on the product pages include German value-added tax, currently at the rate of 19 per cent, and currently at 7 per cent for books and magazines. They do not include shipping costs or any surcharges for bulky goods.
Different rates of value-added tax for countries in which *hardwareversand.de* remits value-added tax in the destination country are shown in the table below:

Value-added tax as a %		
Destination country	Normal rate	Reduced rate
Austria	20	10

§ 4 Shipping costs
§ 4.1 We charge a flat-rate 5.99 EUR per order for deliveries within Germany. We deliver free of charge within Germany from an order value of 750 EUR. Please note in case of bulky goods (such as LCD/LED televisions) that we add surcharges for bulky goods to the shipping costs. The bulky goods surcharges are itemised in the summary of shipping costs before conclusion of order. The surcharges for bulky goods are shown in the table below:

Weight	Bulky goods surcharge
up to 21 kg	+30.00 EUR
from 21 kg	+31.00 EUR
from 22 kg	+32.00 EUR
from 23 kg	+34.00 EUR
from 24 kg	+36.00 EUR
from 25 kg	+37.00 EUR
from 26 kg	No shipping

§ 4.2 If payment is made by PayPal, Checkout by Amazon (cba) or by credit card, we charge a fee of 3% on the value of the goods in the shipment. If payment is made cash-on-delivery, we levy a cash-on-delivery surcharge of 5 EUR for normal packets (not bulky articles). This surcharge is due for every cash-on-delivery order, regardless of the order value. DHL levies an additional fee of 2 EUR per packet,

which the messenger collects on-the-spot. In case of cash-on-delivery orders involving bulky goods, the cash-on-delivery surcharge is 12 EUR per order.
GO! delivers your order cash-on-delivery up to an order value of 2,500 EUR. Cash-on-delivery orders by UPS can be executed up to an order value of 5,000 USD (approx. 3,700 EUR). DHL delivers cash-on-delivery orders up to an order value of 3,000 EUR to private households, or up to an order value of 1,500 EUR to the packet station of your choice.
The flat rate shipping costs for shipments abroad are shown in the table below. Alternatively, you can call our hotline:
01805 / 711 11 (0.14 EUR/Min. from the fixed-line network, mobile phone max. 0.42 EUR/Min.).

Country	Shipment charge
BE, DK, LUX, NL & AT	9,99 EUR
FR & GB	12,99 EUR
PL	17,99 EUR
IR & IT	18,99 EUR
GRC, SVK, SLO, CZ & HU	19,99 EUR
FIN, PT, SWE & ES	21,99 EUR
NO	22,99 EUR

In case of deliveries abroad, please remember that you may incur further customs & excise duties under certain circumstances.
§ 4.3 In case of delivery by UPS Express Shipment, we guarantee that the goods ordered are delivered within Germany by 12:00 noon on the following day (providing the goods are in stock and the order is received by 4:30 p.m.), insofar as the day of ordering and the subsequent day are workdays. No deliveries are made on Saturdays.
We charge shipping costs of 11.90 EUR for express shipments paid for by cash-in-advance, credit card or online remittance. Shipping costs of 19.90 EUR are incurred for cash-on-delivery payments. In case of the payment methods cash-in-advance and online remittance, the goods are not shipped until payment has been received.
We charge an extra cost of 6.00 EUR for USK 18 article authentification.

§ 5 Conditions of delivery and reservation of self-supply
§ 5.1 Deliveries are made by DHL, UPS or GO!
§ 5.2 Unless stated otherwise in the offer, the delivery period is *3-5 days.*
§ 5.3 If not all of the products ordered are in stock, we are entitled to make part deliveries at our own expense, providing this is reasonable for you.
§ 5.4 If the goods cannot be delivered due to your culpability despite making three attempts, we can withdraw from the contract. In this case, any payments you have made will be refunded without delay.

§ 5.5 If a product that has been ordered is not available because our supplier is unable to supply us with this product through no fault of our own, we can withdraw from the contract. In this case, we will inform you without delay and, if feasible, suggest a comparable product to you. If a comparable product is not available or if you do not wish to buy a comparable product, we will refund any payments you have already made without delay.

§ 6 Conditions of payment

§ 6.1 The methods of payment include cash-in-advance, cash-on-delivery, credit card (in the case of a first-time purchase, payment by credit card is limited to a goods value of 500 EUR), online remittance, Checkout by Amazon (cba), PayPal, financing or, for business customers, by invoice. We reserve the right to refuse certain methods of payment. We charge a fee of 3% on the value of the goods being shipped for payment by PayPal, Checkout by Amazon (cba) or by credit card.

§ 6.2 For the purpose of verifying the creditworthiness for sales by invoice to companies and trade enterprises, Bürgel Wirtschaftsinformationen GmbH & Co. KG, P.O. Box 500 166, 22701 Hamburg, provides us with the address and creditworthiness data on your business stored in its database, including such recorded on the basis of mathematical-statistical processes, insofar as we are able to believably depict our justified interest. In order to decide upon the start, implementation or termination of the contractual relationship, we furthermore record or use probability parameters, the calculation of which includes address data. We set the credit limit solely at our own discretion. In case of sales by invoice, please also note our information on data protection.

§ 6.3 If cash-in-advance is selected as the method of payment, we state our bank details in the confirmation of order. You must then remit the invoiced sum to our account within 8 days. Deliveries abroad can be paid for solely by cash-in-advance, Paypal or credit card. If payment is made by credit card, your account is charged immediately after receipt of order.

§ 6.4 Working together with our service partner, Commerz Finanz GmbH, we offer the option of financing. If a request for credit is rejected, you can find out the reasons for the rejection in writing. Please direct your (solely written) inquiry, stating the dealer name and the request date, to:

Commerz Finanz GmbH
Schwanthalerstr. 31
D-80336 München

Please note: Commerz Finanz GmbH makes its decisions on credit by machine.

§ 6.5 You do not have a right of offsetting unless your counter claims have been established by a court of law, are undisputed or have been recognised by us in writing.

§ 6.6 You can exercise a right of retention only if the claims result from the same contractual relationship.

§ 7 Reservation of title

The goods remain our property until paid for in full. Before transfer of ownership, the goods may not be pledged, assigned as collateral, processed or reshaped without our permission.

§ 8 Right of revocation
§ 8.1 Consumers (§ 13 BGB) have a right of revocation within two weeks.
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Information on your rights of revocation
Right of revocation
You can revoke your declaration of contract within 14 days, without needing to give reasons, in text form (e.g. letter, fax, e-Mail) or - if have you received the item before expiry of the deadline - also by returning the item. The deadline starts after you have received this information in text form, although not before the goods have been delivered to the recipient (in the case of repeat deliveries of the same type of goods, not before receipt of the first instalment delivery) and also not before fulfilment of our duties of providing information as per Article 246 § 2 in conjunction with § 1 Paragraphs 1 and 2 EGBGB and our obligations as per § 312g Paragraph 1 Clause 1 BGB in conjunction with Article 246 § 3 EGBGB. The revocation deadline is met if the revocation or the item is dispatched before the deadline ends. Send your revocation to:
hardwareversand.de GmbH
Daimlerweg 4
59519 Möhnesee

*fone: 01805 / 711 117**
*fax: 01805 / 959 666**
**0,14 ¤/min for calls on the landline network of Deutsche Telekom. Calling on cellular phone or on other networks higher costs may result.*

E-Mail: webmaster@hardwareversand.de
Url: www.hardwareversand.de
Consequences of revocation
In case of an effective revocation, performance already received must be mutually returned/refunded and any benefits obtained (e.g. interest) paid back. You must compensate us if you cannot return the items plus benefits (e.g. benefits of use) to us, or can only do so partly or in a worsened state. You must compensate us for the deterioration of the item and for benefits obtained only insofar as the use or deterioration is attributable to handling the item in a manner which goes beyond simply examining its characteristics and proper functioning. "Examining the characteristics and proper functioning" is taken to mean inspecting and testing the goods in question in a way that could be reasonably expected in a normal shop, for example. Items able to be sent as packets shall be returned at our risk. You must bear the regular costs of return if the goods supplied correspond to the order and the price of the item to be returned does not exceed 40 Euro, or in case the item has a higher price, if you still have not made the payment or an instalment agreed

by contract by the date of revocation. Otherwise you do not incur any costs for the return shipment. We shall arrange for items unable to be sensibly packaged to be collected from you. Obligations to refund payments must be fulfilled within 30 days. The deadline starts for you on the date you send your declaration of revocation or the item, it starts for us on the date of receipt.

Financed transactions

If you have financed this contract with a loan and revoke it at a later date, you are then no longer bound by the loan contract, providing both contracts form a financial whole. This can be assumed, in particular, if we are your lender at the same time or if we assist your lender in the context of financing. If we have already received proceeds from the loan when the revocation comes into effect or upon return of the goods, your lender enters into our rights and obligations arising from the financed contract in the relationship to you with regard to the legal consequences of the revocation or the return. The latter does not apply if the object of the contract in question is the acquisition of financial instruments (e.g. securities, currency or derivates).
If you wish to avoid a contractual bond as far as possible, avail yourself of your right of revocation and additionally revoke the loan contract, providing you have a right of revocation in this context.

End of the information on your rights of revocation
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§ 8.2 No right of revocation exists for deliveries of goods produced to customer specifications or which are clearly tailored to personal needs. The same applies to deliveries of audio or video recordings and to software, insofar as you have removed the seal on the data carrier supplied.
§ 8.3 Please avoid damaging or soiling the product. Please return the goods to us in the original packaging, wherever feasible, together with all accessories and all packaging components. If necessary, wrap the goods in protective outer packaging. If you no longer have the original packaging, please use suitable substitute packaging to provide adequate protection from transport damage, in order to prevent claims to damages attributable to deficient packaging.
§ 8.4 Please return goods to us in a packet with sufficient postage and retain the dispatch receipt. On request, we are also happy to refund the costs of postage to you in advance, unless you are obliged to pay these yourself.
§ 8.5 In order to enable us to process returns quickly and correctly, likewise in case of revocation, goods delivered with defects or items not ordered or delivered incorrectly, please notify the returns to us online at www.hardwareversand.de “MY PROFILE”- “Complaint” and print out a return shipment sticker with our receiving address from You can naturally also request a return shipment sticker by phone, fax or e-Mail. We furthermore request that you enclose the completed returns note in your dispatch. The returns note helps us to unambiguously identify your dispatch in our incoming goods department. If you expect a refund, please also state your bank

details. We bear the costs of returning the goods if they have a value of 40 EUR or more.
§ 8.6 Please note that the modalities cited in Paragraphs 8.3 to 8.5 are not prerequisites for effectively exercising your right of revocation.
8a. Costs of return shipment if the right of revocation is exercised
If you avail yourself of your legal right of revocation (see information on your rights of revocation), you must bear the regular costs of return if the goods supplied correspond to the order and the price of the item to be returned does not exceed 40 Euro, or in case the item has a higher price, if you still have not made the payment or an instalment agreed by contract at the date of revocation. Otherwise you do not incur any costs for the return shipment.
§ 9 Transport damage
§ 9.1 If goods are delivered with obvious transport damage, please lodge a complaint immediately with the carrier and contact us as quickly as possible: 01805 / 711 11. (0.14 EUR / min from the fixed-line network, mobile phone max. 0.42 EUR / min.)
§ 9.2 If you fail to lodge a complaint or get in contact, this has no consequences whatsoever on your legal warranty rights for us. You help us, however, to pursue our own claims against the freight forwarder and/or transport insurer.
§ 10 Warranty
The warranty is regulated by the relevant legal provisions.
§ 11 Liability
We accept no liability for violations of obligations caused by slight negligence, unless such concern cardinal obligations of contract, fatalities, physical injuries, harm to health, guarantees or claims under product liability laws. The same applies to violations of obligations on the part of our vicarious agents.
§ 12 Concluding provisions
§ 12.1 Should a provision in the General Terms of Trade be unworkable, the rest of the contract remains valid. An unworkable provision shall be replaced by the pertinent legal regulations.
§ 12.2 German law shall prevail over this contract, to the exclusion of the provisions of international private law and UN commercial law
You can find further information on our terms of shipment and payment on our help pages.
*You require the Adobe Reader to display the stored General Terms of Trade.

FAQs
How does the shopping cart system function?
You can initially mark products without obligation by clicking the *[Add to shopping cart]* button. You can see the goods in your basket at any time by clicking the *[My shopping cart]* button. If you wish to remove product from the basket, click the *[Remove article]* button. If you wish to buy the products in your shopping cart, click the *[Go to checkout]* button.

Do I need to register?
After selecting the product(s), you will be asked to enter your data. Compulsory fields are marked with the * character. *You hereby open a customer account. When you order other items in future, you then only need to input your user name and password without having to enter your address data again.*
When does my order become binding?
You can check your inputs once more on the order page. By clicking the *[Order]* button, you conclude the process. The order process can be aborted at any time by closing the browser window. Each of the pages provides you with further information, such as correction options.
Will the text of the contract be stored?
We store the contractual text. The order data and our General Terms of Trade will be sent to you by e-Mail. You can view your past orders in our customer log-in area. You can read, print out and save our General Terms of Trade here.
How can I obtain buyer protection through the Trusted Shops system?
Trusted Shops is the leading seal of approval for online shops in Europe. As a member of this system, we offer you the Trusted Shops buyer protection as an extra service. You only need to register in the course of the order process. This money-back guarantee applies to non-delivery, non-refund after return and misuse of credit cards. Details can be found at www.trustedshops.de.

Compensation in case of revocation
You must compensate us in accordance with § 8 Consequences of revocation - Clause 2 ff. if you cannot return the items plus benefits (e.g. benefits of use) to us, or can only do so partly or in a worsened state. You must compensate us for the deterioration of the item and for benefits obtained only insofar as the use or deterioration is attributable to handling the item in a manner which goes beyond simply examining its characteristics and proper functioning. "Examining the characteristics and proper functioning" is taken to mean inspecting and testing the goods in question in a way that could be reasonably expected in a normal shop, for example. The amount of compensation is oriented to the expected reduction of the sales prices of the goods returned. The table is intended to serve solely as an aid to orientation for the amount of compensation in dependence on the damage (compensation rate as a % of the gross goods value). The listing of damage is not conclusive. If the articles are damaged in several ways, the compensation rate is reduced. Each article subject to revocation is manually inspected and evaluated in detail.

Summary of compensation (as an orientation aid)

Summary of compensation	Status 1 Product in the original packaging, with no trace of use, seal not broken,	Status 2 Product in the original packaging, with slight traces of use, seal possibly broken, put into use	Status 3 Product packaging missing, put into use, serious traces of use, possibly missing accessories

	only inspected, not put into use		
Notebooks	100 %	70%	50%
PCs	80-100 %	70%	50%
Mobile phones	100%	50%	20%
Software	100%	0%	0%
Consumables: ink/ toner/batteries	100%	0%	0%
All other articles	100%	85%	50%

Declaration of Data Protection

We are delighted by the interest you have shown in our web site. Protection of your private sphere is very important to us. In what follows, we provide you with detailed information on how we treat your data.

Recording, processing and use of personal data
You can visit our site without needing to give details of your person. We save access data solely without personal reference (examples of such are the name of your Internet Service Provider or the site from which you visited us). These data are evaluated solely to improve our services, they do not allow any conclusions to be drawn on your person. Personal data are recorded only if you provide these to us voluntarily in the course of ordering goods, when opening a customer account or registering for our newsletter. Without your explicit permission, we use the data you have provided solely to process and fulfil your order. Once the contract has been fully processed and the purchase price paid in full, your data are blocked for further use and deleted once the retention periods under fiscal and commercial laws have expired, unless you have expressly approved the further use of your data. If you subscribe to our newsletter, your e-Mail address is used for our own promotional purposes until you cancel your subscription to the newsletter. Cancellation is possible at any time.

Use of cookies
We deploy cookies on some of our web pages to make your visit to our site more attractive and to enable the use of certain functions. Cookies are small text files which are saved on your computer. The majority of the cookies we deploy are deleted again from your hard disk after the browser session has ended (so-called session cookies). Other cookies stay on your computer and enable us to recognise your computer the next time you visit us (so-called permanent cookies). Such cookies serve to greet you by your user name and, in case of subsequent orders, save you the trouble of having to enter your password again or to complete forms

with your data. Our business partners are not allowed to use cookies record, process or use personal data from our web site.

Passing on your personal data
Your data are passed on to the carrier commissioned to make the delivery, insofar as this is necessary to deliver the goods. In order to process payments, we forward your payment data to the bank commissioned with the payment.

Right of information
Data protection laws in Germany grant you the right (free-of-charge) to obtain information on the data saved about you and, if necessary, to correct, block or delete such data.

Contact address for data protection
If you have any questions concerning the recording, processing or use of your personal data, if you require information, if your data need to be corrected, blocked or deleted or if you wish to revoke any permission granted, please contact: webmaster@hardwareversand.de.

Data security
During the order process, your personal data are transmitted via the Internet in encoded form using the SSL protocol (AES 128 Bit). Credit card data are not stored, but are rather recorded and processed directly by P.O.S. Transact GmbH, our payment service provider. We take technical and organisational action to protect our web site and other systems so as to prevent your data being lost, destroyed, accessed, changed or manipulated by unauthorised parties. You can access your customer account simply by entering your personal password. However, you should always keep your access information secret and close the browser window as soon as you have finished your communications with us, particularly if you share the computer with others.
Purchase by invoice for companies and trade enterprises
We offer purchase by invoice as a method of payment to companies and trade enterprises, dependent on creditworthiness. For the purpose of verifying creditworthiness, Bürgel Wirtschaftsinformationen GmbH & Co. KG, P.O. Box 500 166, 22701 Hamburg, provides us with the address and creditworthiness data on your business stored in its database, including such recorded on the basis of mathematical-statistical processes, insofar as we are able to believably depict our justified interest. In order to decide upon the start, implementation or termination of the contractual relationship, we furthermore record or use probability parameters, the calculation of which includes address data. We set the credit limit solely at our own discretion.

Country	Dispatch
Austria	17,50 €
Belgium	17,50 €
Czech Republic	33,00 €
Denmark	17,50 €
Finland	30,00 €
France	20,00 €
Great Britain	20,00 €
Greek	30,00 €
Hungary	33,00 €
Ireland	30,00 €
Italy	30,00 €
Louxemburg	17,50 €
Netherlands	17,50 €
Norway	33,00 €
Poland	33,00 €
Portugal	30,00 €
Spain	30,00 €
Sweden	30,00 €