

## General terms and conditions with customer information

### 1) Scope of application

1.1 These General Terms and Conditions of Business (hereinafter referred to as "GTC") of Max Wisshak, trading under "speleo-photo editions" (hereinafter referred to as "seller"), apply to all contracts for the delivery of goods that a consumer or entrepreneur (hereinafter referred to as "customer") concludes with the seller with regard to the goods displayed by the seller in his online shop. The inclusion of the customer's own terms and conditions is hereby rejected, unless otherwise agreed.

1.2 A consumer in the sense of these GTC is any natural person who concludes a legal transaction for purposes that cannot be predominantly attributed to his commercial or self-employed professional activity. Entrepreneur in the sense of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

### 2) Conclusion of contract

2.1 The product descriptions contained in the seller's online shop do not represent binding offers on the part of the seller, but serve to provide a binding offer by the customer.

2.2 The customer can submit the offer using the online order form integrated into the seller's online shop. After placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping cart by clicking the button concluding the ordering process. Furthermore, the customer can also submit the offer to the seller by telephone, e-mail, post or online contact form.

2.3 The seller can accept the customer's offer within five days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or

- by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or

- by requesting the customer to pay after placing his order.

If there are several of the aforementioned alternatives, the contract is concluded at the time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day after the customer sends the offer and ends with the expiry of the fifth day following the sending of the offer. If the seller does not accept the customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

2.4 If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the Terms for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the customer pays by means of a method of payment offered by PayPal, which can be selected in the online order process, the seller declares the acceptance of the customer's offer at the moment the customer clicks on the button completing the order process.

2.5 When an offer is submitted via the seller's online order form, the text of the contract is stored by the seller after the conclusion of the contract and is sent to the customer in text form (e.g. e-mail, fax or letter) after the customer has sent his order. The seller shall not make the text of the contract accessible beyond this.

2.6 Before the binding submission of the order via the seller's online order form, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the display on the screen is enlarged. Within the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks on the button that concludes the ordering process.

2.7 The German and English languages are available for the conclusion of the contract.

2.8 The order processing and contact are usually carried out by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

### 3) Right of withdrawal

3.1 Consumers are generally entitled to a right of withdrawal.

3.2 More detailed information on the right of revocation can be found in the seller's revocation instructions.

3.3 The right of revocation does not apply to consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole residence and delivery address are outside the European Union at the time of conclusion of the contract.

#### **4) Prices and terms of payment**

4.1 Unless otherwise stated in the seller's product description, the prices stated are total prices. Value added tax is not levied, as the seller is a small entrepreneur (Kleinunternehmer) within the meaning of the UStG (German VAT Act). Any additional delivery and shipping costs that may be incurred shall be stated separately in the respective product description.

4.2 For deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which the seller is not responsible and which are to be borne by the customer. These include, for example, costs for money transfer through credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of money if the delivery is not to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

4.3 The customer will be informed of the payment option(s) in the seller's online shop.

4.4 If advance payment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have agreed upon a later due date.

4.5 If a payment method offered via the payment service "PayPal" is selected, the payment shall be processed via PayPal, whereby PayPal may also use the services of third party payment service providers for this purpose. If the seller also offers payment methods via PayPal for which he makes advance payments to the customer (e.g. purchase on account or payment by installments), he assigns his payment claim to PayPal or to the payment service provider commissioned by PayPal and specifically named to the customer. Before accepting the seller's declaration of assignment, PayPal or the payment service provider commissioned by PayPal shall conduct a credit check using the transmitted customer data. The seller reserves the right to refuse the customer the selected payment method in the event of a negative test result. If the selected payment method is approved, the customer must pay the invoice amount within the agreed payment period or in the agreed payment intervals. In this case, he can only pay to PayPal or the payment service provider commissioned by PayPal with debt-discharging effect. However, the seller remains responsible for general customer inquiries, e.g. regarding the goods, delivery time, shipment, returns, complaints, revocation declarations and deliveries or credit notes, even in the case of assignment of claims.

4.6 If the payment method invoice purchase is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is payable within 14 (fourteen) days of receipt of the invoice without deduction, unless otherwise agreed. The seller reserves the right not to offer the payment method Invoice Purchase or to offer it only up to a certain order volume and to reject this payment method if the specified order volume is exceeded. In this case, the seller will inform the customer of a corresponding payment restriction in his payment information in the online shop.

#### **5) Delivery and shipping conditions**

5.1 Delivery of goods shall be made by dispatch. 5.1 If the Seller offers dispatch of the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive. Deviating from this, if the payment method PayPal is selected, the delivery address deposited by the customer with PayPal at the time of payment shall be decisive.

5.2 If the delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result. This shall not apply with regard to the costs for the return shipment if the customer effectively exercises his right of revocation. In the event of an effective exercise of the right of revocation by the customer, the provision made in the Seller's revocation instructions shall apply to the return costs.

5.35.3 If the customer is acting as an entrepreneur, the risk of accidental loss and accidental deterioration of the sold goods shall pass to the customer as soon as the seller has delivered the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If the customer is acting as a consumer, the risk of accidental loss and accidental deterioration of the goods sold shall in principle only pass to the customer or a person authorised to receive the goods when the goods are handed over to the customer. Notwithstanding the foregoing, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer, even in the case of consumers, as soon as the seller has delivered the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment, if the customer commissions the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment to carry out the shipment and the seller has not previously named this person or institution to the customer.

5.4 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the non-delivery and the Seller has, with due diligence, concluded a specific covering transaction with the supplier. The Seller shall make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately and the consideration will be refunded without delay.

5.5 Self-collection is not possible for logistical reasons.

#### **6) Retention of title**

If the seller makes advance payment, he reserves the right of ownership of the delivered goods until full payment of the purchase price owed.

#### **7) Liability for defects (warranty)**

7.1 If the purchased item is defective, the provisions of the statutory liability for defects shall apply, unless otherwise stipulated in the following provisions. This does not apply to contracts for the delivery of goods:

7.2 If the customer acts as an entrepreneur,

- the Seller shall have the choice of the type of subsequent performance;
- in the case of new goods, the limitation period for defects shall be one year from delivery of the goods;
- in the case of used goods, the rights and claims for defects are excluded;

- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

7.3 The above-mentioned limitations of liability and shortening of time periods do not apply to

- to claims for damages and reimbursement of expenses of the customer,

- in the event that the Seller has fraudulently concealed the defect,

7.4 In addition, for entrepreneurs, the statutory limitation periods for any statutory right of recourse shall remain unaffected.

7.5 If the customer acts as a merchant within the meaning of § 1 of the German Commercial Code (HGB), he shall be subject to the commercial duty of inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB). If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed to have been approved.

7.6 If the customer is acting as a consumer, he is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller of this. If the customer does not comply with this, this shall have no effect on his statutory or contractual claims for defects.

## **8) Applicable law**

8.1 All legal relations between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the laws on the international purchase of movable goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

8.2 Furthermore, this choice of law with regard to the statutory right of revocation does not apply to consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole residence and delivery address are outside the European Union at the time of conclusion of the contract.

## **9) Alternative dispute resolution**

9.1 The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

9.2 The seller is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

## **Cancellation policy**

Consumers are entitled to a right of revocation according to the following provision, whereby a consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity:

### **Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took or has taken possession of the last goods.

In order to exercise your right of cancellation, you must inform us (Max Wisshak, speleo-photo editions, Osterhörn 1, 26446 Friedeburg, Germany, Tel.: +49-(0)4453-4839272, E-Mail: max.wisshak@speleo-photo.de) by means of a clear statement (e.g. a letter or e-mail sent by post) of your decision to cancel this contract. You may use the attached model revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

### **Consequences of withdrawal**

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. We may refuse to make any refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the cancellation of this agreement. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

You shall bear the direct costs of returning the goods.

You shall only be liable 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 their condition, properties and functionality.

### **Exclusion or premature expiration of the right of withdrawal**

The right of revocation does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole residence and delivery address at the time of the conclusion of the contract is outside the European Union.

### **General information**

- 1) Please avoid damage and contamination of the goods. Please return the goods to us in original packaging with all accessories and with all packaging components. If necessary, use a protective outer packaging. If you no longer have the original packaging, please use suitable packaging to ensure adequate protection against transport damage.
- 2) Please do not return the goods to us freight collect.
- 3) Please note that the aforementioned numbers 1-2 are not a prerequisite for the effective exercise of the right of withdrawal.

## Cancellation form

If you want to cancel the contract, please fill out this form and send it back:

To  
Max Wisshak  
speleo-photo editions  
Osterhörn 1  
26446 Friedeburg  
Germany

e-mail: max.wisshak@speleo-photo.de

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 case of communication on paper):

\_\_\_\_\_

Date: \_\_\_\_\_

(\*) Delete as appropriate