

General Terms and Conditions (GTC)

Table of Contents

1. Scope
2. Conclusion of contract
3. Right of withdrawal
4. Prices and terms of payment
5. Terms of delivery and shipping
6. Granting of rights of use for digital content
7. Term and termination of contract for subscription contracts
8. Retention of title
9. Liability for defects (warranty)
10. Special conditions for the processing of goods according to certain customer specifications
11. Redemption of promotional vouchers
12. Redemption of gift vouchers
13. Applicable law
14. Place of jurisdiction
15. Code of Conduct
16. Alternative dispute resolution

1) Scope

1.1 These General Terms and Conditions (herein after referred to as "GTC") of OWNERSEGG e.V. (herein after referred to as "Seller") apply to all contracts for the delivery of goods that a consumer or entrepreneur (herein after referred to as "Customer") concludes with the Seller with regard to the goods presented by the Seller in his online shop. Unless otherwise agreed, the inclusion of the customer's own terms and conditions is hereby contradicted.

1.2 For contracts for the delivery of goods with digital elements, these GTC apply accordingly, unless otherwise agreed. In addition to the delivery of the goods, the seller owes the provision of digital content or digital services (herein after referred to

as "digital products") that are contained in or connected to the goods in such a way that the goods cannot fulfil their functions without them.

1.3 For contracts for the delivery of tangible data carriers that serve exclusively as carriers of digital content, these GTC apply accordingly, unless otherwise agreed. Digital content within the meaning of these GTC is data that is created and provided in digital form.

1.4 These GTC shall apply accordingly to contracts for the delivery of vouchers/token, unless otherwise agreed.

1.5 These GTC shall apply mutatis met and is to contracts for the delivery of tickets, unless expressly stipulated otherwise. These GTC only regulate the sale of tickets for certain events described in more detail in the seller's item description and not the execution of these events. For the execution of the events, only the legal provisions in the relationship between the participant and the organizer as well as any deviating conditions of the organizer apply. If the seller is not also the organizer, he is not liable for the proper execution of the event, for which the respective organizer is solely responsible.

1.6 These GTC shall apply mutatis mutandis to contracts for the provision of digital content, unless otherwise agreed. Digital content within the meaning of these GTC is data that is created and provided in digital form.

1.7 A consumer within the meaning of these GTC is any natural person who concludes a legal transaction for purposes that can predominantly neither be attributed to his commercial nor his independent professional activity.

1.8 An entrepreneur within the meaning 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.

1.9 Depending on the Seller's product description, the subject matter of the contract may be both the purchase of goods by way of a one-off delivery and the purchase of goods by way of a permanent delivery (herein after referred to as „subscription contract"). In the case of a subscription contract, the seller undertakes to deliver the contractually owed goods to the customer for the duration of the agreed contract period at the contractually owed time intervals.

1.10 Depending on the content description of the seller, the subject matter of the contract may be both the one-time provision of digital content and the regular provision of digital content (herein after referred to as „subscription contract"). In the case of a subscription contract, the seller undertakes to provide the customer with the contractually owed digital content for the duration of the agreed contract period at the contractually agreed time intervals.

2) Conclusion of contract

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

2.2 The customer can submit the offer via 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 contract offer with regard to the goods contained in the shopping cart by clicking on the button concluding the order process. Furthermore, the customer can also submit the offer to the seller by telephone, fax, 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 customers decisive in this respect, or

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

- by requesting payment from the customer after placing his order.

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

2.4 If a payment method offered by PayPal is selected, payment is processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (herein after 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 - under the Conditions 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 payment method offered by PayPal in the online ordering process, the seller hereby declares acceptance of the customer's offer at the time when the customer clicks on the button that completes the order process.

2.5 If the payment method "Amazon Payments" is selected, payment is processed by the payment service provider Amazon Payments Europe s.c.a., 38 avenue John F. Kennedy, L-1855 Luxembourg (herein after referred to as "Amazon"), in accordance with the Amazon Payments Europe User Agreement, available at <https://payments.amazon.de/help/201751590> . If the customer selects "Amazon Payments" as the payment method during the online ordering process, he grants it by clicking of the button concluding the order process also includes a payment order to Amazon. In this case, the seller hereby declares acceptance of the customer's offer at the time when the customer triggers the payment process by clicking the button concluding the order process.

2.6 When submitting an offer via the seller's online order form, the contract text is stored by the seller after the conclusion of the contract and sent to the customer in text form (e.g. e-mail, fax or letter) after sending his order. Any further provision of the contract text by the seller does not takes place. If the customer has set up a user account in the seller's online shop before sending his order, the order data will be archived on the seller's website and can be retrieved by the customer free of charge via his password-protected user account by providing the corresponding login data.

2.7 Before binding submission of the order via the online order form of the seller, the customer can recognize possible input errors by carefully reading the information displayed on the screen. An effective technical means for better detection of input errors can be the magnification function of the browser, with the help of which the display on the screen is enlarged. As part of the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks on the button that completes the ordering process.

2.8 The German and English languages are available for the conclusion of the

contract.

2.9 The order processing and contact usually take place 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 the 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 third parties commissioned by the seller with the order processing can be delivered.

3) Right of withdrawal

3.1 Consumers are generally entitled to a right of withdrawal.

3.2 Further information on the right of withdrawal can be found in the seller's cancellation policy.

3.3 The right of withdrawal 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 place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

3.4 Unless otherwise agreed, there is no right of withdrawal for contracts for the provision of services in connection with leisure activities if the contract provides for a specific date or period for the provision. Accordingly, a right of revocation is also excluded in the case of contracts relating to the sale of tickets for time-bound leisure events.

4) Prices and terms

of payment 4.1 Unless otherwise stated in the Seller's product description, the prices quoted are total prices that include the statutory value added tax. Any additional delivery and shipping costs incurred will be stated separately in the respective product description.

4.2 In the case of deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which the seller is not responsible and which must be borne by the customer. These include, for example, costs for the transfer of money by 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 funds if the delivery is not made to a country outside the European Union, but the Customer makes the payment from a country outside the European Union.

4.3 The payment option(s) will be communicated to the Customer in the Seller's online shop.

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

4.5 If the payment method purchase on account is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price must be paid without deduction within 7 (seven) days of receipt of the invoice, unless otherwise agreed. The seller reserves the right to offer the payment method purchase on account 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 Store.

4.6 If the Speediest debit payment method is selected, the invoice amount is due for payment after a SEPA direct debit mandate has been issued, but not before expiry of the deadline for the preliminary information. The collection of the direct debit takes

place when the ordered goods leave the seller's warehouse, but not before expiry of the deadline for the preliminary information. Pre-notification is any communication (e.g. invoice, policy, contract) from the seller to the customer announcing a debit by SEPA direct debit. If the direct debit is not redeemed due to insufficient funds or due to the provision of incorrect bank details, or if the customer objects to the debit although he is not entitled to do so, the customer must bear the fees incurred by the chargeback of the respective bank if he is responsible for this.

5) Delivery and shipping conditions

5.1 If the seller offers to ship 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 is decisive. Deviating from this, when selecting the payment method, PayPal the delivery address deposited by the customer at the time of payment with PayPal is 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 does not apply with regard to the costs for the shipment if the customer effectively exercises his right of withdrawal. For the return costs, if the customer effectively exercises the right of withdrawal, the regulation made in the revocation instruction of the seller applies.

5.3 If the customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer as soon as the seller has delivered the item to the freight forwarder, the carrier or any other person or institution designated to carry out the shipment. If the customer acts as a consumer, the risk of accidental loss and accidental deterioration of the goods sold shall only pass upon handover of the goods to the customer or a person authorised to receive them. Notwithstanding this, the risk of accidental loss and accidental deterioration of the goods sold, even in the case of consumers, shall already pass to the customer as soon as the seller has delivered the item to the freight forwarder, the carrier or any other person or institution designated to carry out the shipment, if the customer commissions the freight forwarder, the carrier or any other person or institution designated to carry out the shipment with the execution and the seller Customers have not previously named this person or institution.

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 concluded a specific hedging transaction with the Supplier with due care. The seller will 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 immediately.

5.5 If the Seller offers the goods for collection, the Customer may collect the ordered goods within the business hours specified by the Seller at the address specified by the Seller. In this case, no shipping costs will be charged.

5.6 Vouchers are provided to the customer as follows: -by download -by e-mail -by post

5.7 Tickets are provided to the customer as follows: - by download- by e-mail- by post

5.8 Digital content is provided to the customer as follows: -by download -by e-mail -by direct access via the entrepreneur's website

6) Granting of rights of use for digital content

6.1 Unless otherwise stated in the content description in the seller's online shop, the seller grants the customer the non-exclusive, locally and temporally unlimited right to use the content exclusively for private purposes.

6.2 A transfer of the contents to third parties or the creation of copies for third parties outside the scope of these GTC is not permitted, unless the seller has agreed to a transfer of the contractual license to the third party.

6.3 Insofar as the contract relates to the one-time provision of digital content, the granting of rights shall only become effective when the customer has paid the remuneration owed in full. The seller may provisionally permit the use of the contractual content even before this point in time. A transfer of rights does not take place by such a provisional permission.

7) Duration and termination of contract for subscription contracts

7.1 Subscription contracts are concluded for a limited period of time for the contract period as shown in the respective product description in the seller's online shop and end automatically after expiry of the contract period.

7.2 The right to extraordinary termination for good cause remains unaffected. An important reason exists if, considering all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

7.3 Terminations can be made in writing, in text form (e.g. by e-mail) or in electronic form via the termination device (cancellation button) provided by the seller on its website.

8) Retention of title

If the seller makes an advance payment, he reserves title to the delivered goods until full payment of the purchase price owed.

9) Liability for defects (warranty)

9.1 Unless otherwise stated in the following provisions, the provisions of the statutory liability for defects shall apply. Deviating from this, the following applies to contracts for the delivery of goods:

9.2 If the customer acts as an entrepreneur,

- the seller has the choice of the type of subsequent performance;
- in the case of new goods, the limitation period for defects is one year from delivery of the goods;
- in the case of used goods, the rights and claims due to defects are excluded;
- the limitation period shall not begin again if a replacement delivery is made within the scope of liability for defects.

9.3 If the customer acts as a consumer, contracts for the delivery of used goods shall apply with the restriction of the following clause: The limitation period for claims for defects is one year from delivery of the goods, if this has been expressly and separately contractually agreed between the parties and the customer has been specially informed of the shortening of the limitation period before submitting his contractual declaration.

9.4 The limitations of liability and shortening of the deadline regulated above shall not apply

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

event that the seller has fraudulently concealed the defect, - for goods that have been used for a building in accordance with their usual use and have caused its defectiveness,

- for any existing obligation of the seller to provide updates for digital products, in the case of contracts for the delivery of goods with digital elements.

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

9.6 If the customer acts as a merchant within the meaning of § 1 HGB, he is subject to the commercial obligation to inspect and give notice of defects in accordance with § 377 HGB. If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed approved.

9.7 If the customer acts as a consumer, he is asked to complain to the deliverer about delivered goods with obvious transport damage and to inform the seller thereof. If the customer does not comply with this, this has no effect on his statutory or contractual claims for defects.

10) Special conditions for the processing of goods according to certain specifications of the customer

10.1 If, according to the content of the contract, the seller owes not only the delivery of the goods but also the processing of the goods according to certain specifications of the customer, the customer must provide the seller with all content required for the processing such as texts, images or graphics in the file formats specified by the seller, to provide formatting, image and file sizes and to grant him the necessary rights of use. The customer is solely responsible for the procurement and acquisition of rights to this content. The Customer declares and assumes responsibility for having the right to use the content provided to the Seller. In particular, he shall ensure that no rights of third parties are infringed as a result, in particular copyrights, trademark rights and personal rights.

10.2 The Customer shall indemnify the Seller against claims of third parties which they may assert against the Seller in connection with a violation of their rights through the contractual use of the Customer's content. The customer shall also assume the necessary costs of legal defence, including all court and lawyer's fees at the statutory rate. This does not apply if the customers not responsible for the infringement. In the event of a claim by third parties, the Customer is obliged to provide the Seller immediately, truthfully and completely with all information necessary for the examination of the claims and a defines.

10.3 The seller reserves the right to refuse processing orders if the content provided by the customer for this purpose violates legal or official prohibitions or morality. This applies in particular to the provision of anti-constitutional, racist, xenophobic, discriminatory, offensive, youth-endangering and/or violence-glorifying content.

11) Redemption of promotional vouchers/tokens

11.1 Vouchers/tokens issued free of charge by the Seller as part of promotions with a certain period of validity and which cannot be purchased by the Customer (herein after referred to as "Promotional Vouchers") can only be redeemed in the Seller's online shop and only during the specified period.

11.2 Individual products may be excluded from the voucher campaign, provided that a corresponding restriction results from the content of the voucher.

11.3 Promotional vouchers can only be redeemed before completion of the order process. A subsequent settlement is not possible.

11.4 Only one promotional voucher can be redeemed per order.

11.5 The value of the goods must be at least equal to the amount of the action voucher. Any remaining credit will not be refunded by the seller.

11.6 If the value of the action voucher is not sufficient to cover the order, one of the other payment methods offered by the seller can be chosen to settle the difference.

11.7 The balance of a promotional voucher will not be paid out in cash or bear interest.

11.8 The action voucher will not be refunded if the customer returns the goods paid for in whole or in part with the action voucher within the scope of his statutory right of withdrawal.

11.9 The action voucher is only intended for use by the person named on it. A transfer of the action voucher to third parties is excluded. The seller is entitled, but not obliged, to check the material entitlement of the respective voucher holder.

12) Redemption of gift vouchers/token

12.1 Vouchers/tokens that can be purchased via the Seller's online shop (herein after referred to as "gift vouchers") can only be redeemed in the Seller's online shop, unless otherwise stated in the voucher.

12.2 Gift vouchers/tokens and remaining balances of gift vouchers can be redeemed until the end of the third year following the year of purchase of the voucher. Remaining credit will be credited to the customer by the expiry date.

12.3 Gift vouchers/tokens can only be redeemed before completion of the order process. A subsequent settlement is not possible.

12.4 Only one gift voucher can be redeemed per order.

12.5 Gift Vouchers/tokens can only be used for the purchase of goods and not for the purchase of further Gift Vouchers/tokens.

12.6 If the value of the gift voucher/token is not sufficient to cover the order, one of the other payment methods offered by the seller can be chosen to settle the difference.

12.7 The balance of a Gift Voucher/token will not be paid out in cash or bear interest.

12.8 The Gift Voucher/token is intended only for use by the person named on it. A transfer of the gift voucher to third parties is excluded. The seller is entitled, but not obliged, to check the material entitlement of the respective voucher holder.

13) Applicable law

13.1 All legal relationships between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the laws governing the international sale of movable goods. In the case of consumers, this choice of law applies only insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

13.2 Furthermore, with regard to the statutory right of withdrawal, this choice of law 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 place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

14) Place of jurisdiction

If the customer acts as a merchant, legal entity under public law or special fund under public law based in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of the seller. If the customer has its registered office outside the territory of the Federal

Republic of Germany, the registered office of the seller is the exclusive place of jurisdiction for all disputes arising from this contract, if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the customer. In the above cases, however, the seller is in any case entitled to appeal to the court at the customer's registered office.

15) Code of Conduct

The seller has submitted to the conditions of participation for the ecommerce initiative "Fairness in Trade", which can be viewed on the Internet under <https://www.fairness-im-handel.de/teilnahmebedingungen/>.

16) Alternative dispute resolution

16.1 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 the out-of-court settlement of disputes arising from online sales or service contracts in which a consumer is involved.

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

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