

§ 1 Scope of application

1.1 These General Terms and Conditions (hereinafter referred to as „GTC“) of Just Music GmbH (hereinafter referred to as „Seller“) apply to all contracts for the delivery of goods concluded by a consumer or entrepreneur (hereinafter referred to as „Customer“) with the Seller with regard to the goods presented by the Seller in its online shop and in the local branches. The inclusion of the Customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 For the purposes of these GTC, a consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed. 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 self-employed professional activity.

§ 2 Conclusion of contract

2.1 The product descriptions contained in the Seller's online shop and catalogue do not constitute binding offers on the part of the Seller, but are intended for the submission of a binding offer by the Customer. The same applies to our offers on flyers, in newsletters or advertisements, which are always non-binding and subject to change.

2.2 JustMusic reserves the right not to perform the promised service if it becomes apparent after conclusion of the contract that the goods are not available although a corresponding commitment transaction has been concluded. In such a case, the customer shall be informed immediately. Any consideration already paid shall be refunded without delay. Further claims against JustMusic are excluded.

2.3 The customer may submit the offer via the online order form integrated into the Seller's online shop. After placing the selected goods in the virtual shopping basket and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping basket by clicking the button that concludes the ordering process. Furthermore, the customer may also submit the offer to the seller by telephone, fax, e-mail or post.

2.4 The Seller may accept the Customer's offer within fourteen days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the customer is decisive, or
- by delivering the ordered goods to the customer, in which case the receipt of the goods by the customer is decisive, or
- by requesting payment from the customer after the order has been placed.

If several of the aforementioned alternatives exist, the contract shall be 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 to be a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

The e-mail automatically generated following the order of the purchaser, which confirms receipt of the order, does not yet constitute acceptance of the contract, but merely serves to fulfil the obligations pursuant to § 312a para. 1 no. 3 BGB. Should we accept the offer on modified terms, e.g. a different price, this acceptance shall be deemed to be an offer to conclude a modified contract (§ 150 para. 2 BGB). We shall notify the customer of the modified offer in text form immediately after the order. In this case, the customer has the option of accepting the offer within 14 days either expressly or tacitly - for example by accepting the goods without objection or by e-mail. In this respect, we waive receipt of the customer's declaration of acceptance (§ 151 BGB).

2.5 When submitting an offer via the Seller's online order form, the text of the contract shall be stored by the Seller and sent to the Customer in text form (e.g. e-mail, fax or letter) after the Customer has sent his order together with these GTC. In addition, the text of the contract is archived on the Seller's website and can be accessed free of charge by the Customer via his password-protected customer account by providing the relevant login data, provided that the Customer has created a customer account in the Seller's online shop before submitting his order.

2.6 Only the German language is available for the conclusion of the contract.

2.7 Order processing and contacting usually take place via 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 Statutory right of withdrawal

3.1 Cancellation policy for goods

3.1.1 Right of withdrawal

If the customer is a consumer (§ 13 BGB), he has the right to withdraw this contract without giving reasons. In the case of contracts for the delivery of goods, the withdrawal period is 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.

In order to exercise your right of withdrawal, you must inform us (Just Music GmbH, Oranienstr. 140-142, 10969 Berlin, Germany, Tel.: +49 30 88 77 55 00, Fax: +49 30 88 77 55 09, E-Mail: bestellung@justmusic.de) 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 enclosed model withdrawal form for this purpose, which is, however, not mandatory.

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.

3.1.2 Consequences of withdrawal

If you withdraw from this contract, we must repay you all payments 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.

In the case of contracts for the supply of goods, 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 immediately and in any case no later than fourteen days from the day on which you notify us of the withdrawal of this contract. The deadline is met if you send the goods before the end of the period of fourteen days.

We 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.

3.1.3 Exclusion or premature expiry of the right of withdrawal
The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

The right of withdrawal does not apply to contracts for the delivery of newspapers, periodicals or magazines with the exception of subscription contracts.

The right of withdrawal expires prematurely for contracts for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

The right of withdrawal expires prematurely for contracts for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery.

3.2 Cancellation policy for digital content

Consumers have a fourteen-day right of withdrawal.

3.2.1 Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (Just Music GmbH, Pariser Str. 9, 10719 Berlin, Germany, bestellung@justmusic.de, Phone: 030-88775500, Fax: 030-88775509) 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 attached model withdrawal form for this purpose, which is, however, not mandatory.

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.

3.2.2 Consequences of withdrawal

If you withdraw from this contract, we must repay you all payments 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.

The right of withdrawal shall also expire in the case of a contract for the supply of digital content not on a tangible medium if we have commenced performance of the contract after you have expressly consented to us commencing performance of the contract before the expiry of the withdrawal period and have confirmed your knowledge that by consen-

ting you lose your right of withdrawal on commencement of performance of the contract.

3.2.3 Sample withdrawal form

If you wish to cancel the contract, please complete and return this form.

3.2.4 Special notes

If you finance this contract by means of a loan and later withdraw it, you are also no longer bound by the loan contract, 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 withdrawal takes effect, your lender shall enter into our rights and obligations under the financed contract in relation to you with regard to the legal consequences of the withdrawal or 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 much as possible, make use of your right of withdrawal and also revoke the loan agreement if you are also entitled to a right of withdrawal for this.

§ 4 JustMusic 30-Day Money-Back Guarantee (Extended Return Policy)

4.1 In addition to the statutory 14-day right of withdrawal for distance selling transactions, JustMusic offers consumers a 30-day money-back guarantee (for distance selling transactions for the subsequent 16 days). The customer can return goods received from us without giving reasons within 30 days if he or she revokes the contract within this period. The period begins after receipt of the goods. The extended return can be made by sending the goods back or by returning them in a retail shop.

4.2 If you make use of your extended right of return, we shall reimburse 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 undue delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal of this contract. For the 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 any fees because of 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.

4.3 JustMusic shall bear the costs of return shipment within Germany. JustMusic provides so-called „free-way tickets“ for this purpose. We shall not bear any return costs for returns without a free-way ticket. Goods that cannot be sent by parcel post will be collected by a transport company to be commissioned by us. Within the framework of the extended right of return (30-day money-back guarantee), JustMusic does not assume any return costs from abroad.

4.4 The extended right of return shall only apply to a purchase of shrink-wrapped or sealed data carriers such as CDs, audio cassettes, videos, DVDs, but also newspapers and magazines as well as software if the corresponding goods are returned to us in the shrink-wrap or with an undamaged seal.

4.5 The extended right of return is completely excluded insofar as goods are manufactured according to customer specifications, goods sold by the metre, articles subject to wear and tear (e.g. strings, sticks, drum heads, cables, picks, DJ needles, reeds) or articles that cannot be returned for hygienic reasons. (e.g. harmonicas).

4.6 If the customer makes use of his option of extended return, JustMusic shall be entitled to demand an appropriate usage fee for the period of excessive use (e.g. due to clear or significant signs of use) of the goods.

4.7 Furthermore, the customer who makes use of his extended right of return shall compensate JustMusic for the reduction in value or the value of the goods insofar as the customer cannot properly return the goods because he is responsible for the deterioration, destruction or other impossibility. The usual inspection of the goods for their properties and functionality is not exempt from compensation. In addition, the customer can avoid the obligation to pay compensation by not using the goods as if they were his property and by refraining from doing anything that could impair their value.

4.8 Individual components of a bundle or set can only be returned in full.

4.9 Please note that the conditions stated in § 4 do not apply in the first 14 days (legal right of withdrawal according to § 3 of the GTC) of the 30-day money-back guarantee, but only in the following 16 days.

§ 5 Prices and terms of payment

5.1 Unless otherwise stated in the Seller's product description, the prices quoted are total prices which include the statutory value added tax. Any additional delivery and shipping costs will be indicated separately in the respective product description.

5.2 In the case of deliveries to countries outside the European Union, further 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 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.

5.3 If prepayment by bank transfer has been agreed, payment shall be due immediately after conclusion of the contract, unless the parties have agreed on a later due date.

5.4 The deduction of a discount is only permissible if expressly agreed in writing.

§ 6 Delivery and shipping conditions

6.1 The delivery of goods shall be made by dispatch to the delivery address provided by the customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive.

6.2 In the case of goods delivered by forwarding agent, delivery shall be made „free curbside“, i.e. to the nearest public curbside to the delivery address, unless otherwise stated in the shipping information in the Seller's online shop and unless otherwise agreed.

6.3 If the transport company returns the dispatched goods to the seller because delivery to the customer was not possible, the customer shall bear the costs for the unsuccessful dispatch. This does not apply if the customer is not responsible for the circumstance that led to the impossibility of delivery or if the customer was temporarily prevented from accepting the service offered, unless the seller had given the customer reasonable advance notice of the service. Furthermore, this does not apply with regard to the costs for the return if the customer effectively exercises his right of withdrawal. In the event of an effective exercise of the right of withdrawal by the customer, the provision made in this respect in the seller's withdrawal instructions shall apply to the return costs.

6.4 The purchaser must inspect the goods immediately after delivery for transport damage and report any damage so that claims can be made to the transport insurance company and replacement deliveries arranged. The purchaser's warranty rights under §§ 434 ff. BGB shall not be restricted in the event of a breach of this obligation; in individual cases, however, the breach of obligation may give rise to contributory negligence on the part of the customer pursuant to § 254 BGB.

6.5 If the customer is an entrepreneur (§ 14 BGB), the delivery is always made at the customer's risk. This also applies to partial deliveries. If the customer is a consumer within the meaning of § 13 BGB (German Civil Code), the risk of accidental loss and accidental deterioration of the sold item shall not pass to the customer until the item is handed over, even in the case of a sale by dispatch. The handover is the same if the buyer is in default of acceptance.

§ 7 Granting of rights of use for license keys

7.1 The license key provided entitles the customer to use the software or content apparent from the respective product description to the extent described therein.

7.2 The granting of rights shall only become effective when the customer has paid the remuneration owed in full.

§ 8 Retention of title

8.1 We retain ownership of the delivered goods until full payment of the purchase price from the delivery contract with consumers according to § 13 BGB. If the purchaser is a merchant within the meaning of the German Commercial Code (HGB), the delivered goods remain the property of Just Music GmbH until full payment of all claims against this purchaser, including all ancillary claims.

8.2 For the duration of the retention of title, the customer is not entitled to resell, rent, lend or give away the object of sale.

§ 9 Liability for defects (warranty)

9.1 If the purchased item is defective, the provisions of the statutory liability for defects shall apply.

9.2 Notwithstanding the foregoing, the limitation period for claims for defects in used goods shall be one year from delivery of the goods to the customer. However, the shortening of the limitation period to one year shall not apply

- for items that have been used for a building in accordance with their customary use and have caused its defectiveness,
- for claims for damages and reimbursement of expenses of the customer as well as
- in the event that the seller has fraudulently concealed the defect.

If the customer is an entrepreneur, the warranty period for new items is one year and for used items six months from the transfer of risk.

9.3 The customer is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller of this. If the customer fails to do so, this shall have no effect on his statutory or contractual claims for defects.

9.4 Defects or damage caused by culpable or improper handling or improper installation as well as the use of unsuitable accessories or modifications to the original parts by the customer are excluded from the warranty.

9.5 Also excluded from the warranty is the usual and product-typical wear and tear of wearing parts such as strings, drumheads, cymbals, sticks, potentiometers, faders, illuminants, spotlight LEDs, rechargeable batteries/batteries, laser diodes, pitch benders, keyboards, switches, all tubes (also built-in), reeds of harmonicas, melodicas and accordions etc., if the defect has its cause in this use-related wear and tear.

9.6 During the repair period, there is no entitlement to loan equipment.

9.7 If the customer accepts the goods or the subject of the order despite knowledge of a defect, he shall only be entitled to warranty claims to the extent described below if he expressly reserves the right to do so in text form (e.g. e-mail) immediately after receipt of the goods.

9.8 The customer shall only be entitled to warranty claims due to existing transport damage if he has complied with his obligation to inspect and notify in accordance with § 2 number 4. This does not apply if the customer is a consumer.

§ 10 JustMusic 3-year warranty

10.1 In addition to the statutory warranty, Just Music GmbH provides a three-year warranty from the transfer of risk, subject to the following conditions, provided that the customer is a consumer within the meaning of § 13 BGB (German Civil Code). Only the first purchaser is entitled to this warranty and it cannot be assigned.

10.2 Just Music GmbH provides a warranty for all defects that occur during the warranty period and are demonstrably due to a material or manufacturing defect. Excluded from this 3-year warranty are:

- Used equipment,
- Computers, computer items and accessories, unless otherwise stated in the respective item description,
- Products that are subject to use-related or other wear and tear such as strings, picks, drumheads, cymbals, sticks, pots, faders, DJ needles, illuminants, spotlight LEDs, rechargeable batteries/batteries, cables, bags, cases, belts, laser diodes, pitch benders, keyboards, switches, all tubes (also built-in), reeds of harmonicas, melodicas and accordions, mouthpiece reeds, etc.

10.3 Also excluded from the guarantee are:

- Product defects resulting from incorrect operation or non-observance of operating instructions, improper use, overloading or lack of maintenance and care;
- Damage and defects to the product when using third-party parts that are not original parts of the manufacturer;
- Products to which changes or additions have been made;
- Minor deviations from the nominal condition which are insignificant for the value and usability of the product.

10.4 All defects recognized as being covered by the warranty will be remedied by Just Music GmbH repairing the defective product free of charge or replacing it with a technically flawless product (including a successor model, if applicable).

10.5 Replaced parts or products become the property of Just Music GmbH.

10.6 Warranty claims must be made within the warranty period. The return of the goods must be coordinated with us. We will either arrange for a return shipment or send you a freeway ticket (only in Germany). The costs of the return shipment outside Germany shall be borne in full by the customer. As proof of warranty, the original invoice or a copy of the invoice must be enclosed with the return shipment. Unpaid returns will not be accepted within the warranty period. If the goods have to be sent to an address outside Germany after warranty service has been provided, the customer shall bear the costs of the return shipment.

10.7 Should a repair be carried out on the product during the warranty period, the warranty will neither be extended nor restarted. During the repair period, there is no entitlement to loaner equipment.

10.8 Claims other than the right to remedy the defects in the product specified in these warranty conditions are not established by this warranty.

10.9 Warranty rights of the customer according to § 8) and according to the statutory provisions are not limited by these warranty conditions.

§ 11 Special Conditions for Assembly/Installation Services

If, according to the content of the contract, the seller is also responsible for the assembly or installation of the goods at the customer's premises in addition to the delivery of the goods and, if applicable, for the corresponding preparatory measures (e.g. measurement), the following shall apply:

11.1 The Seller shall provide its services, at its discretion, in its own person or through qualified personnel selected by it. In doing so, the Seller may also make use of the services of third parties (subcontractors) acting on its behalf. Unless otherwise stated in the Seller's service description, the Customer shall have no claim to the selection of a specific person to perform the desired service.

11.2 The Customer shall provide the Seller with the complete and truthful information required for the provision of the ser-

vice owed, insofar as the procurement of such information does not fall within the Seller's scope of obligations according to the content of the contract.

11.3 The Seller shall contact the Customer after the conclusion of the contract in order to arrange an appointment with the Customer for the service owed. The Customer shall ensure that the Seller or the personnel appointed by the Seller have access to the Customer's facilities concerned on the agreed date.

§ 12 Special conditions for repair services

If, according to the content of the contract, the seller owes the repair of an item of the customer, the following shall apply to this:

12.1 Repair services shall be provided at the registered office of the Seller.

12.2 The Seller shall provide its services, at its discretion, in its own person or through qualified personnel selected by it. In doing so, the Seller may also make use of the services of third parties (subcontractors) acting on its behalf. Unless otherwise stated in the Seller's service description, the Customer shall have no claim to the selection of a specific person to perform the desired service.

12.3 The Customer shall provide the Seller with all information required for the repair of the item, insofar as the procurement of such information does not fall within the Seller's scope of obligations according to the content of the contract. In particular, the Customer shall provide the Seller with a comprehensive description of the defect and inform the Seller of all circumstances that may be the cause of the defect identified.

12.4 Unless otherwise agreed, the Customer shall ship the item to be repaired to the Seller's registered office at its own expense and risk. The Seller recommends that the Customer takes out transport insurance for this purpose. Furthermore, the Seller recommends that the Customer ship the item in suitable transport packaging in order to reduce the risk of transport damage and to conceal the contents of the packaging. The seller shall inform the customer immediately of any obvious transport damage so that the customer can assert any rights it may have against the carrier.

12.5 The return of the item shall be at the expense of the customer. The risk of accidental loss and accidental deterioration of the item shall pass to the customer when the item is handed over to a suitable transport person at the seller's place of business. At the customer's request, the seller will take out transport insurance for the item.

12.6 The Customer may also bring the item to be repaired to the Seller's place of business and collect it again from the Seller's place of business itself if this results from the Seller's service description or if the parties have reached an agreement to this effect. In this case, the above provisions on the bearing of costs and risks in the case of dispatch and return of the item shall apply accordingly.

12.7 The aforementioned provisions do not limit the customer's statutory rights in respect of defects in the event of the purchase of goods from the seller.

12.8 The Seller shall be liable for defects in the repair service provided in accordance with the provisions of statutory liability for defects.

12.9 If the customer does not collect the item to be repaired or the repaired item despite several reminders (collection request and 2 unsuccessful reminders) or if the invoice is not settled, we are entitled to take the device into our inventory after the expiry of the storage period of 3 months from the collection request. If the device is not collected within 2 weeks after the collection request or the invoice is not paid, JustMusic reserves the right to charge 6.00 EUR storage costs per week during the storage period. After the expiry of 4 weeks after the first collection request, JustMusic shall only be liable for damage and loss of the device within the scope of gross negligence.

12.10. If the customer has not confirmed a cost estimate within 14 days or rejects the cost estimate, we will return the device sent in advance and invoice the expenses incurred for the fault analysis as well as the transport costs in the form of a handling fee. The handling fee shall also be due if the customer has the device disposed of by us. Deviations/exceptions from this require prior agreement.

§ 13 Redemption of promotion vouchers

13.1 Vouchers issued free of charge by the Seller as part of promotions with a specific period of validity and which cannot be purchased by the Customer (hereinafter „Promotion Vouchers“) may be redeemed in the Seller's local store as well as in the Seller's webshop and only during the specified period, unless otherwise stated in the individual Promotion Voucher and unless otherwise agreed.

13.2 Individual products may be excluded from the voucher promotion if a corresponding restriction results from the content of the promotion voucher.

13.3 Promotion vouchers can only be redeemed before the order process is completed. Subsequent offsetting is not possible.

13.4 Several promotional vouchers can also be redeemed for one order.

13.5 The value of the goods must be at least equal to the amount of the promotional voucher. Any remaining credit

will not be refunded by the Seller.

13.6 If the value of the promotional voucher is not sufficient to cover the order, one of the other payment methods offered by the Seller may be chosen to settle the difference.

13.7 The credit balance of a promotional voucher is neither paid out in cash nor does it earn interest.

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

13.9 The promotional voucher is transferable. The Seller may make payment with discharging effect to the respective holder redeeming the promotional voucher. This shall not apply if the Seller has knowledge or grossly negligent ignorance of the ineligibility, legal incapacity or lack of representative authority of the respective holder.

§ 14 Redemption of gift vouchers

14.1 Gift vouchers that can be purchased from the Seller (hereinafter „Gift Vouchers“) can be redeemed in the Seller's branches as well as in the Seller's online shop, unless otherwise stated in the Gift Voucher.

14.2 Gift Vouchers and remaining Gift Voucher balances are redeemable until the end of the third year following the year of purchase of the Gift Voucher. Remaining credits will be credited to the customer until the expiry date.

14.3 Gift Vouchers may only be used to purchase Goods and may not be used to purchase any other Gift Vouchers.

14.4 If the value of the gift voucher is not sufficient to cover the order, one of the other payment methods offered by the Seller may be chosen to settle the difference.

14.5 The balance of a Gift Voucher will not be paid out in cash or earn interest.

14.6 The Gift Voucher is transferable. The Seller may make payment with discharging effect to the respective holder redeeming the Gift Voucher. This does not apply if the Seller has knowledge or grossly negligent ignorance of the ineligibility, legal incapacity or lack of representative authority of the respective holder.

§ 15 Liability for damages

15.1 We shall be liable for grossly negligent and/or intentional breaches of duty and for bodily injury caused by simple negligence.

15.2 In the event of slight negligence, we shall only be liable in the event of a breach of material contractual obligations and limited to the damage foreseeable at the time of conclusion of the contract. This limitation shall not apply in the event of injury to life, limb or health. We shall not be liable for any other damage caused by slight negligence due to a defect in the object of purchase. Any liability due to pre-contractual fault (i.e.) or according to the Product Liability Act remains unaffected.

15.3 Irrespective of any fault on our part, we shall only be liable in the event of fraudulent concealment of a defect or from the assumption of a guarantee or assurance. A manufacturer's guarantee is a guarantee of the manufacturer and does not constitute an assumption of a guarantee by us.

15.4 We are also responsible for the impossibility of delivery occurring by chance during the delay, unless the damage would also have occurred if the delivery had been made on time.

§ 16 Documents handed over

16.1 Insofar as documents made available to the customer are protected by copyright or the documents contain confidential information, we reserve all rights to these documents, in particular ownership. These documents may not be duplicated, distributed or made accessible to third parties in any other way without our express consent.

16.2 If a contract is not concluded between us and the customer, the customer shall return these documents to us.

§ 17 Applicable law

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 sale of movable goods. In the case of consumers, this choice of law shall only apply 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.

§ 18 Jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Seller's registered office. If the customer has its registered office outside the territory of the Federal Republic of Germany, the Seller's registered office shall be 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 customer's professional or commercial activity. In the above cases, however, the Seller shall in any case be entitled to bring an action before the court at the Customer's place of business.

§ 19 Alternative Dispute Resolution

19.1 The EU Commission provides a platform for online dispute resolution on the Internet at 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 purchase or service contracts involving a consumer.

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