

§ 1 Scope of our GTC

(1) These Terms and Conditions of Sale shall apply exclusively in relation to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB). We do not recognise any terms and conditions of the customer that conflict with or deviate from these Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these Terms and Conditions of Sale.

(2) All agreements made between us and the customer in connection with the execution of the contract shall be set down in writing.

(3) These Terms and Conditions of Sale shall also apply to all future transactions with the customer.

§ 2 Conclusion of Contract

(1) When we make offers, they are subject to change. They require our written confirmation or confirmation by fax to become legally binding. In all other respects, prices offered are governed by § 6.

(2) All contracts are concluded with allbuyone GmbH, Walter-Gropius-Straße 48, 50126 Bergheim.

(3) Orders of the customer are binding offers. The acceptance of the offer is effected by dispatch of the goods or expressly by e-mail or in any other way. Confirmation of receipt of the order by us does not constitute acceptance in this sense.

(4) Written orders which repeat a previous telephone order without expressly referring to the order shall be deemed to be a further order.

(5) In the case of orders placed via the online shop, the text of the contract is not stored.

§ 3 Documents provided

We reserve the property rights and copyrights to all documents provided or otherwise accessible to the customer in connection with the placing of the order, such as calculations, drawings, etc. These documents may not be made accessible to third parties. These documents may not be made accessible to third parties unless we give the customer our express written consent in advance.

§ 4 Print production

(1) Data required for the production of print products (print data) shall be provided by the customer in the file formats and specifications specified by us. The contents and specifications of our data sheets must be taken into account. If our specifications for print data have not been complied with, we shall not be liable for any defects in the print products in this respect. The same applies to possible changes (e.g. colour changes) which are due to the customer's non-compliance with our file formats and specifications.

(2) The verification of the completeness and correctness of the print data is the sole responsibility of the customer. We shall not carry out a content-related or technical check of the print data. If the print data contain obvious errors that are recognisable to everyone and that do not permit further processing by us, we will point out these errors to the customer and demand correction.

(3) If, despite being requested to do so, the customer does not deliver appropriately corrected print data or does not deliver them in time for agreed delivery dates to be met, we shall not be liable for damages due to delay in performance. In this case, we are not obliged to execute the print order. The payment obligation of the customer remains unaffected in this case. However, allbuyone has to take into account what allbuyone has saved by not executing the print order.

(4) If the customer instructs us to adapt delivered print data to the contents and specifications of our data sheets, we are entitled to invoice the agreed remuneration for these adaptation efforts.

(5) If the customer commissions us to prepare the layout, a separate agreement shall be made.

(6) By sending the print data, the customer warrants that he holds all

necessary rights and licences for the contents of his print data. The customer guarantees that the print files do not violate applicable law, in particular criminal law. In particular, the customer guarantees that the print files and their use for the product do not infringe any copyrights, trademarks or other proprietary rights, general personal rights or other rights of third parties.

If third party rights are infringed by the order processing, the customer is obliged to indemnify us comprehensively against third party claims. The indemnification also includes the costs of legal representation including any court costs. Upon request, the customer shall provide us with appropriate support in defending the claims of third parties.

(7) The customer grants us a simple, spatially unrestricted right of use to the print files for the production of the print products. This includes the right to reproduce and process them or to have them reproduced and processed by a service provider, insofar as this is necessary for the creation of the print product, as well as to store them within his usage account, if so initiated by the customer.

(8) Complex print orders with special finishes (pull eyes, relief tape, Velcro and fleece solutions, door cut-outs, etc.) must be described in detail in writing by the customer prior to conclusion of the contract. If necessary, sketches required for an understanding of the desired printed product must be provided to us. The information received from the customer will not be checked by us for correctness and completeness. The order shall come into effect with the content described in the order confirmation, unless the customer notifies us of any errors immediately after receipt of the order confirmation, or the deadline specified in the order confirmation.

(9) The deadline for receipt of the print data can be found in the respective order confirmation. If this deadline is not met, the delivery date may be delayed; this is to be accepted by the customer. All costs incurred (express costs, costs incurred due to changes of delivery location or address) of a subsequent order change and/or adjustment shall be passed on to the customer.

§ 5 Product-specific features

(1) Information in the online shop or in other descriptions regarding cost estimates, illustrations, drawings, weight, measurement, performance or other design specifications or technical data of the ordered goods may be subject to minor deviations due to production or batch. These deviations are usual and expected for goods of the same type. The normal use is not restricted by this if and insofar as these do not or only insignificantly impair the intended use of the goods concerned.

(2) Details of the properties of the goods are purely product descriptions and are only part of the agreed quality if they are reproduced by us in writing in a separate offer or order confirmation. Guarantees are only binding on us if they are designated as such in an offer or order confirmation and our obligations are also set out in detail there. The customer's recognisable interest in the existence of certain product characteristics alone does not constitute a guarantee.

(3) The customer is aware that the products ordered by him may be exposed to environmental influences depending on their intended use and that colour and material changes may occur as a result. These changes to the products are usual and expected for items of the same type. The normal use is not restricted by this. We reserve the right to obtain our materials from various manufacturers, whereby minor variations in the basic material and our product specifications may occur, particularly in the case of printed products.

(4) Slight colour deviations between the product and the original, between different orders as well as individual production pieces within an order, due to technical reasons, are usual and expected for items of the same type.

(5) The customer is aware that in the production of printed products and fabrics, in particular curtains, minor variations in the base material and minor variations in the final format may occur for technical reasons due to manual work, fabric distortion, the nature of the base material

and temperature differences during the printing process. Slight deviations of the final format, which fall within a range of up to 1% for sheets and foils, up to 2% for PVC and up to 5% for fabrics, are usual for items of the same type and the usual use is not restricted thereby.

(6) The customer is responsible for checking the suitability of the products for the use intended by him. The customer is obliged to use the products in accordance with the respective product description, the usage and safety instructions provided therein and exclusively within the scope of the respective intended use. This applies in particular with regard to the condition of the substrate intended for use and the corresponding installation instructions. If necessary, the customer must carry out suitable application tests in advance. We shall not be liable for damage caused by missing tests, improper use of the product, use for a purpose other than the intended use or use contrary to the respective product description.

(7) The customer is obliged to obtain any permits or approvals required for the use of the product in good time and to comply with the relevant legal provisions applicable to the use of the product.

§ 6 Prices

(1) We are entitled to change the prices stated on our website or in offers at any time, if and to the extent that this serves the sole purpose of restoring equivalence between the ordered goods and the remuneration agreed for them because the purchase prices of the goods from the upstream supplier have changed. We will announce the price increase to the customer at least in text form.

(2) Unless otherwise agreed in writing, our prices shall apply ex our warehouse in 84094 Elsendorf excluding shipping and packaging.

(3) Additional costs arising from express orders shall be borne by the customer. This shall also apply if express dispatch is only agreed separately after the original order has been placed.

§ 7 Terms of Payment, Default of Payment

(1) Unless otherwise agreed, the purchase price shall be paid net (without deduction) within eight days of the date of the invoice (evidenced by the date of the invoice). The customer agrees to receive an electronic invoice by e-mail only. No invoice will be sent to the customer by letter post. Invoices shall be made available to the customer free of charge in electronic form (hereinafter referred to as „e-invoice“). The customer receives an e-bill addressed to his e-mail address. Upon receipt of this e-mail, the e-bill shall be deemed to have been received. If the customer is in default of payment, we shall be entitled to demand interest on arrears at the statutory interest rate. If we can prove that we have incurred higher damages due to default, we shall be entitled to claim such damages.

(2) We shall be entitled to withdraw from the contract and to claim reimbursement of the damages incurred by us as a result if the customer fails to pay the purchase price owed after expiry of a reasonable grace period. During the delay we are not obliged to carry out further deliveries.

(3) The settlement of contracts concluded on our website, the purchase price of which is fulfilled by payment via credit card, is carried out by an external payment service provider.

§ 8 Offsetting and right of retention

(1) The customer shall only be entitled to set-off or to exercise a right of retention if its counterclaims have been legally established, are undisputed or have been recognised by us.

(2) If we receive information that the financial or credit circumstances of the customer have deteriorated not insignificantly, we are entitled to withhold delivery until the customer has effected the counter-performance in cash or provided security for it.

§ 9 Place of performance and transfer of risk

(1) Unless otherwise expressly agreed in writing, the goods shall be collected by the customer from our place of business (obligation to

collect). The risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as we have notified him that the goods have been sorted out and are ready for collection.

(2) If we undertake to ship the goods to the customer, we shall only be obliged to hand over the goods to a person suitable for shipment (e.g. carrier or forwarding agent). The risk shall pass to the customer as soon as we have handed over the respective goods or a part thereof to the carrier. If the handover is delayed at the request of the customer or if the customer is responsible for the delay, the risk shall pass to the customer upon notification of readiness for dispatch.

§ 10 Partial Deliveries

We are entitled to provide partial deliveries and services. In the event of partial deliveries and services, we shall be entitled to pro rata payment of the purchase price.

§ 11 Delay in Delivery and Setting of a Deadline with Threat of Refusal

(1) The start of the delivery period stated by us presupposes the receipt from the customer of all information required by us for the fulfilment of the order. The delivery dates stated by us correspond to the working days Monday to Friday and are to be regarded as estimated delivery dates. Unless expressly agreed in writing, no fixed dates shall apply to the performance of services.

(2) We are not responsible for delays in delivery caused by force majeure or similar circumstances which make timely delivery impossible or substantially more difficult for us (including strikes, lockouts, unforeseeable shortage of personnel or means of transport, failure to deliver by suppliers for which we are not responsible, intervention by governments or authorities, delays caused by pandemics, etc.). Such delays entitle us to postpone the time of delivery to a reasonable extent. If the impediment to performance has still not been removed after six months, both parties shall be entitled to withdraw from the contract in whole or in part.

(3) We reserve the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that we are not responsible for the non-delivery and we have concluded a specific covering transaction with the supplier with due diligence. We shall make all reasonable efforts to procure the goods.

§ 12 Examination for defects and burden of proof Immediately

After delivery, the customer must examine the goods for defects. If a defect becomes apparent during this inspection or at a later point in time, the customer must notify us of this defect in writing without delay. The notification must describe the detected defect as precisely and in detail as possible and be supported by photos of the defect. If the customer fails to notify us, the goods shall be deemed to have been approved with regard to recognisable defects (§ 377 HGB), unless we have deliberately concealed defects. The notification is also necessary if we mistakenly deliver goods other than the agreed goods or a short quantity.

§ 13 Customer's claims for Defects

(1) If there is a defect in the goods for which we are responsible, we shall be entitled, at our discretion, first to remedy the defect or to make a replacement delivery. The choice shall be made at our reasonable discretion, taking into account the interests of both parties. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(2) The customer shall give us reasonable time and opportunity for the subsequent performance owed, in particular to make the rejected goods available for the purpose of subsequent performance. Subsequent performance shall neither include the removal of the defective goods nor their re-installation if we were not originally obliged to install them. Otherwise, in the event of supplementary performance by subsequent delivery, we shall take back the replaced

goods at our expense. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, removal and installation costs shall only be reimbursed if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the customer.

(3) The statutory provisions shall apply with regard to the customer's further rights in respect of defects.

(4) The customer's statutory rights of recourse in the event that the goods are resold to a consumer shall remain unaffected by the above provisions. However, such rights of recourse shall only exist to the extent that the customer has not entered into any agreements with its buyer that go beyond the statutory claims for defects. The provisions on limitation of liability in § 14 shall apply to the scope of the recourse claims.

§ 14 Damages and limitations of liability

(1) Claims for damages in the event of only slightly negligent breaches of duty are excluded.

(2) No limitation of liability shall apply in the case of intentional or grossly negligent breaches of duty, in the case of injury to life, limb or health, in the case of claims under the Product Liability Act, in the case of fraudulently concealed defects in the goods or in the case of the assumption of an express guarantee.

(3) We shall not be liable for damage that has not occurred to the delivery item itself; in particular, we shall not be liable for loss of profit or for other financial losses of the customer.

(4) The above limitations of liability shall also apply in favour of our employees, vicarious agents or representatives.

§ 15 Statute of Limitations

The warranty period is 12 months from delivery of the purchased item. Longer statutory limitation provisions for claims for damages due to intentional breach of duty shall remain in full force and effect. The limitation period pursuant to § 12 of the Product Liability Act shall also remain unaffected.

§ 16 Retention of title

(1) We retain title to the delivered item until full payment of all current and future claims arising from the business relationship.

(2) The customer is obliged to treat the goods with care as long as ownership has not yet passed to him. As long as ownership has not yet passed to him, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

(3) The customer is obliged to insure the goods adequately at replacement value against theft, fire and water damage at his own expense. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense.

(4) The customer is entitled to resell the reserved goods in the normal course of business. The customer hereby assigns to us the customer's claims arising from the resale of the goods subject to retention of title in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the goods have been resold without or after processing. Until this authorisation is revoked, the customer shall remain authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. If

this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment. This shall only apply to entrepreneurs.

(5) The processing or transformation of the goods by the customer is always carried out for us. In this case, the customer's expectant right to the goods shall continue in the transformed item. If the goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our goods to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis and shall keep the sole ownership or co-ownership thus created for us. For the rest, § 16 (2) and (3) shall apply accordingly to the object created by processing.

(6) We undertake to release the securities to which we are entitled at the customer's request insofar as the value of our securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released shall be incumbent upon us.

§ 17 Data protection

We store and use the data for the purpose of processing the concluded contractual relationship and the further maintenance of the customer relationship. Data will only be passed on to third parties in accordance with our data protection declaration. A detailed explanation of data protection can be found in the [data protection declaration](#).

§ 18 Place of jurisdiction, applicable law, miscellaneous

(1) The place of jurisdiction is our place of business. However, we are also entitled to take legal action against the customer at the court of his place of residence.

(2) Unless otherwise stated in the order confirmation, our place of business shall be the place of performance.

(3) Insofar as no mandatory statutory regulations conflict with this, German law shall be applicable. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

(4) The contract concluded in accordance with these GTC shall remain binding in its remaining parts even if individual points are legally ineffective. The invalid points, if any, shall be replaced by the statutory provisions. Insofar as this would represent an unreasonable hardship for one of the contracting parties, the contract shall, however, become ineffective as a whole.