

General terms and conditions for non-commercial persons

General sales and service conditions

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§ 1 validity

The customer is referred to as the purchaser. The terms and conditions are valid for private persons and non-commercial persons. The General Terms and Conditions apply to the delivery of goods and contracted services.

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§ 2 Offer and conclusion of contract

The order for goods and / or services signed by the purchaser and ordered electronically or verbally is a binding offer. We can accept this offer within two weeks by sending an order confirmation or carry out the order within this period.

§ 3 right of withdrawal

Service orders and the associated goods orders are final due to their on-site execution, even if ordered electronically. There is no right of withdrawal.

Audio, image, video, writing and software items that are delivered by download are excluded from the Distance Selling Act due to immediate use. The purchase of the Live Events is final.

§ 4 Documents provided

We reserve the right of ownership and copyright to all documents provided to the customer in connection with the placing of an order - including in electronic form - such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our express written consent. If we do not accept the customer's offer within the period of § 1, these documents must be returned to us immediately.

§ 5 prices and payment

- Our prices are in euros within the EU. The prices are gross and, if due, include sales tax and packaging costs. Delivery and shipping costs are not included in our prices, unless expressly promised.

- Payment of the purchase price has to be made exclusively to the account named overleaf, by credit card processing, or in cash. The deduction of a discount is only permitted with a special written agreement.
- Unless otherwise agreed, the purchase price is to be paid immediately without deduction. Interest on arrears will be charged at a rate of 5% above the respective base rate p. a. calculated. The assertion of a higher damage caused by default remains reserved. In the event that we assert higher damage caused by delay, the customer has the opportunity to prove to us that the asserted damage caused by delay did not occur at all or at least in a significantly lower amount.

§ 6 Offsetting and rights of retention

The purchaser is only entitled to offset if his claims have been legally established or are undisputed. The customer is also entitled to offset against our claims if he asserts notices of defects or counterclaims from the same sales contract. The customer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

§ 7 delivery time

- Unless an expressly binding delivery date has been agreed, our delivery date or delivery deadlines are exclusively non-binding information.
- The start of the delivery time specified by us presupposes the timely and proper fulfilment of the purchaser's obligations. The exception of the unfulfilled contract remains reserved.
- 4 weeks after a non-binding delivery date / delivery period has been exceeded, the customer can request us to deliver within a reasonable period in writing. If we culpably fail to comply with an express delivery date / delivery period or if we are in default for any other reason, the customer

must set us a reasonable grace period to effect the service. If we let the grace period pass without result, the customer is entitled to withdraw from the purchase contract.

- If the customer is in default of acceptance or if he culpably violates other duties to cooperate, we are entitled to demand compensation for the damage we incur as a result, including any additional expenses. We reserve the right to make further claims. For its part, the customer reserves the right to prove that no damage occurred at all or at least significantly, less in the amount requested. The risk of accidental loss or accidental deterioration of the purchased item is transferred to the customer at the point in time at which the customer is in default of acceptance or default.
- Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 8 retention of title

- We reserve title to the delivered item until full payment of all claims from the delivery contract.
- As long as ownership has not yet passed to him, the purchaser is obliged to treat the purchased item with care. In particular, he is obliged to insure them adequately at replacement value at his own expense against theft, fire and water damage (note: only permitted when selling high-quality goods). If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet passed, the customer must inform us immediately in text form if the delivered item is seized or exposed to other interventions by third parties. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the customer is liable for the loss we incur.

- The processing or transformation of the purchased item by the customer is always done in our name and on our behalf. In this case, the purchaser's entitlement to the purchased item continues with the remodelled item. If the purchased item is processed with other items that do not belong to us, we acquire joint ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of processing. The same applies in the event of mixing. If the mixing takes place in such a way that the purchaser's item is to be regarded as the main item, it is agreed that the purchaser shall transfer proportional co-ownership to us and keep the resulting sole ownership or co-ownership for us. In order to secure our claims against the customer, the customer also assigns to us such claims that arise against a third party through the connection of the reserved goods with a property; we already accept this assignment.

- We undertake to release the securities to which we are entitled at the request of the customer if their value exceeds the claims to be secured by more than 20%.

§ 9 Warranty and Notification of Defects

- If the information contained in our brochures, advertisements and other offer documents has not been expressly designated as binding by us, the illustrations or drawings contained therein are only approximate.

- If the delivered item does not have the properties agreed upon between the customer and us, or if it is not suitable for the use stipulated in our contract or for general use, or if it does not have the properties that the customer could expect according to our public statements, so are we are obliged to provide supplementary performance. This does not apply if we are entitled to refuse supplementary performance due to legal regulations.

- First of all, the customer has the choice of whether the supplementary performance should take the form of subsequent improvement or a

replacement delivery. However, we are entitled to refuse the type of supplementary performance chosen by the customer if it is only possible at disproportionate costs and the other type of supplementary performance does not result in significant disadvantages for the customer. During the subsequent performance, a reduction in the purchase price or withdrawal from the contract by the customer are excluded. A subsequent improvement is deemed to have failed with the unsuccessful third attempt, unless something else results in particular from the nature of the item or the defect or other circumstances. If the supplementary performance has failed or if we have refused supplementary performance altogether, the customer can, at his option, request a reduction in the purchase price (reduction) or withdraw from the contract.

- The customer can only assert claims for damages under the following conditions due to the defect if the supplementary performance has failed or we have refused the supplementary performance. The right of the customer to assert further claims for damages under the following conditions remains unaffected.

- Without prejudice to the above regulations and the following limitations of liability, we are fully liable for damage to life, body and health that are based on a negligent or wilful breach of duty by our legal representatives or our vicarious agents, as well as for damage that is covered by liability under the Product Liability Act, as well for all damages based on wilful or grossly negligent breaches of contract as well as malice, our legal representatives or our vicarious agents. Insofar as we have given a quality and / or durability guarantee for the goods or parts thereof, we are also liable under this guarantee. For damage that is based on the lack of the guaranteed quality or durability, but does not occur directly on the goods, we are only liable if the risk of such damage is clearly covered by the quality and durability guarantee.

- We are also liable for damage caused by simple negligence, insofar as this negligence concerns the breach of contractual obligations,

compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we are only liable if the damage is typically associated with the contract and foreseeable. For the rest, we are not liable for simple negligent breaches of secondary obligations that are not essential to the contract. The limitations of liability contained in sentences 1 - 3 also apply insofar as the liability for the legal representatives, executive employees and other vicarious agents is affected.

- Any further liability is excluded regardless of the legal nature of the asserted claim. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, employees, representatives and vicarious agents.
- The warranty period for goods is 2 years from the transfer of risk and 1 year for used items. This deadline also applies to claims for compensation for consequential damage caused by a defect, provided that no claims are asserted from tortious acts.
- The notification of defects on services provided must be submitted in writing immediately, and if not immediately visible, must be made in writing within 4 weeks after the service has been provided.

§ 10 Risk notification by the Customer

In the event of an existing infection of its data, hardware or network by one or more viruses, malicious software or spying software, the Customer must notify this when commissioning. This also applies to software that is / was used by the Customer himself. Damages caused by such software and / or hardware are borne by the customer, as well as the resulting working hours, downtimes, data loss and lost sales. This liability for damages also applies to damages that arise as a consequence to third parties.

§ 11 Disclaimer

Data security and data backup is the sole responsibility of the Customer, and the company and its employees are liable for data loss.

In the case of work performed by the third party or goods delivered by the third party, liability and warranty remain with said third party.

§ 12 data protection

Data protection is handled as published in the Cookie Policy and Privacy Policy on the website. Data in other systems such as CRM, ERP and / or Office software systems are treated and handled within the framework of the GDPR.

§ 13 Contract Location

The address of the company is considered the contract location. The court booth is the local regional court responsible for the address of the company.

§ 14 Miscellaneous

- General terms and conditions, contracts and all legal relationships between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).
- Should individual provisions of this contract be or become ineffective or contain a loophole, this shall not affect the remaining provisions.

01.01.2021