

General Commercial Terms and Conditions for Purchases in the mauritz.de On-line Shop

§ 1 General, Applicability of these GCTC

1.1 All deliverables and services are made exclusively on the basis of the following General Commercial Terms and Conditions (hereinafter "GCTC") in effect at the time of order. Unless explicit agreement to the contrary has been made in writing, any terms and conditions that depart from these GCTC shall not apply.

1.2 Your contract partner is MCE Mauritz Electronics e. K., Ludwig-Eckes-Allee 6, 55268 Nieder-Olm, tel.: +49 (0)6136 99440-0, fax: +49 (0)6136 99440-29, e-mail: service@mauritz.de, sales tax ID: DE228304870 (hereinafter the "Seller").

1.3 The term "Customer" in these terms and conditions may apply both to consumers and to businesses (hereinafter "Customer"). For the purposes of these terms and conditions, consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed. For the purposes of these terms and conditions, businesses are natural or legal persons or associations of individuals with legal rights who are exercising their commercial or autonomous professional activity when concluding a contract with the seller.

§ 2 Conclusion of Contract, Effectiveness of the Contract

2.1 Our offer is binding. By placing an order, you are submitting a binding proposal to us to enter into a contract with you. The contract takes effect when your order is shipped. You will receive an order confirmation by e-mail.

2.2 Once you have found the product you are looking for, you can inspect it more closely at no obligation by clicking on the product name or product image. You can place the item in the shopping basket by clicking on the button [place in shopping basket]. You can view the contents of the shopping basket at any time at no obligation by clicking the [shopping basket] button. You can remove items from the shopping basket or make changes by clicking on the icons [Update] and [Delete Item]. If you wish to purchase the products in the shopping basket, click on the [checkout] button on the page "Shopping Basket".

If this is your first purchase, you continue the order process by creating a customer account with us and selecting the shipping and payment type. In the last step, you will receive another summary of your ordering information under "Order Summary," and you can once again delete or change any information by selecting [correct]. You can also correct any entry errors by navigating back in your browser or by interrupting the order process and starting over. To complete your purchase, you must accept our General Commercial Terms and Conditions and press the [Buy Now] button. This sends the order to us.

§ 3 Saving the Contract Text

We save your order and any ordering information you enter. We e-mail you an order confirmation and then a sales confirmation containing all the ordering information. You also have the option of printing out both the order and the General Commercial Terms and Conditions before sending your order to us. Lastly, you can view any orders you have placed through your customer account at any time.

§ 4 Consumer Right to Cancel

The following right to cancel applies for consumers only:

Cancellation Policy

Right of Cancellation

You have the right to cancel this agreement, no questions asked, within fourteen days.

The cancellation period is fourteen days from the date on which you or a third party designated by you who is not the carrier took possession of the goods.

To exercise your right to cancel, you must notify us (MCE Mauritz Electronics e. K., Ludwig-Eckes-Allee 6, 55268 Nieder-Olm, Tel.: +49 (0)6136 99440-0, Fax: +49 (0)6136 99440-29, E-mail: service@mauritz.de) with a clear statement (e.g., letter by postal service, fax or e-mail) about your decision to cancel this agreement. You may use the attached template cancellation form if you wish, but it is not required. Your cancellation will be considered to be within the cancellation period so long as your notice to exercise your right to cancel was sent before the expiration of the cancellation period.

Consequences of Cancellation

If you cancel this agreement, we are required to return to you any payments that we have received from you, including delivery charges (with the exception of any extra costs resulting from your choice of a method of delivery other than the standard delivery offered by us), promptly and within fourteen days of the date on which the notice concerning your cancellation of this agreement was received by us. We will use the same manner of payment for this reimbursement as you used for the original transaction unless we have made explicit agreement with you to the contrary; under no circumstances will you be charged for this reimbursement. We have the right to refuse to make reimbursement until we have received the returned goods or until you have provided proof that you have sent the goods back, whichever is earlier.

You must return or hand over the goods promptly, and in any case within fourteen days after the date on which you notify us of your cancellation of this agreement. You will be considered within the deadline so long as you have sent the goods before the fourteen days have elapsed. You will be responsible for the direct costs for returning the goods.

You will only be responsible for any reduction in the value of the goods if this reduction in value can be attributed to any handling not necessary for inspecting its condition, features, and operability.

The right of cancellation does NOT apply to goods which are cut to customer requirements as well as all cable assembly, because they are especially cut and assembled only for You after order.

§ 5 Template cancellation form

If you cancel this agreement, please complete and fill [this form](#) and send it back to:

MCE Mauritz Electronics e. K.

Ludwig-Eckes-Allee 6

D 55268 Nieder-Olm

Fax +49 (0)6136 99440-29

E-Mail: service@mauritz.de

§ 6 Prices and Shipping Costs

For customers, all prices are valid only for orders via our On-line Shop mauritz.de and include the statutory value-added tax plus shipping.

For businesses, who register in our On-line Shop mauritz.de, all prices are valid only for orders via our On-line Shop mauritz.de and net prices not including the respectively, valid statutory value-added tax plus shipping.

We deliver by DHL, GLS or another service provider of our choice.

§ 7 Terms of Delivery

7.1 We deliver within Germany and to European countries listed [here](#).

7.2 Goods will be shipped within 2 days, unless otherwise specified during the proposal.

7.3 If you are a business owner, the risk of accidental loss or accidental deterioration of the goods is transferred to the business owner no later than the time at which it leaves the warehouse. This applies regardless of whether the shipment of the goods is done from the fulfillment location or who is bearing the costs for freight.

§ 8 Payment Terms

8.1 Payment options include payment in advance by advance transfer, immediate transfer, or by Paypal. We also offer the payment option of purchasing with payment against invoice to businesses as defined under § 14 that fall within the retail sector by giving their sales tax identification number. For payments in advance, we provide our banking information to you in the sales confirmation. The payable amount must be transferred to our account within 10 days. When paying by Paypal or immediate transfer, you will be redirected out of the ordering process to the payment site and can make the transfer there. When purchasing against invoice, the invoice amount must be paid in full within 30 days from the date of invoice.

8.2 You are entitled to compensation only if your counterclaims are legally enforceable or are recognized or not contested by us. Furthermore, you are entitled to a right of retention only if and to the extent your counterclaim is based on the same contractual relationship.

8.4 If you are a consumer, interest at 5% above the base interest rate will be applied to the purchase price in the event of late payment. If you are not a consumer, the interest rate for the period that payment is in arrears shall be 8% over the base interest rate. We reserve the right to provide evidence of and claim greater damages as a result of payment default.

§ 9 Warranty

9.1 If you are a consumer and are placing your order for a purpose that cannot be considered part of your commercial or professional activity, the warranty shall be in accordance with current law.

9.2 If you are placing your order as a business, the following applies:

9.2.1 Delivered goods must be inspected by the customer as soon after delivery as is feasible according to standard business procedures. Notify us immediately if there is any defect. If there is no notification from the customer, the item is considered accepted, except in the case of a defect that could not be recognized upon inspection. Should such a defect appear at a later point in time, then it must be reported to us immediately after discovery, otherwise the item is considered to have been accepted along with said defect. Such shall not affect § 377 of the HGB [German Commercial Code]. The customer is also not relieved of his duty to inspect in the case where the business elects recourse under § 478 of the BGB. In the event the customer fails to report a defect claimed by his inspector in such cases, then the item is considered to have been accepted along with said defect.

9.2.2 In the event of a defect, we reserve the right to determine the manner of remedy based on the type of defect and the justified interests of the customer. A remedy is considered to have failed under these contracts after the third unsuccessful attempt. This section shall not apply in the event recourse under § 478 of the BGB is elected.

9.2.3 In the case of remedy for defects, we are obligated to bear the associated necessary expenses, particularly transport, travel, labor, and materials costs, only provided these are not increased due to the fact that the item is being shipped to a different location than the address or business office of the customer to which delivery was made. This section shall not apply in the event recourse under § 478 of the BGB is elected.

9.2.4 The statute of limitations for customer defect claims, including claims for compensation for damages, is one year. This shall not apply in the event recourse under § 478 of the BGB is elected, nor in cases pursuant to §§ 438 para. 1 no. 2 of the BGB and § 634a para. 1 no. 2 of the BGB. This shall also not apply for claims for compensation for damages due to loss of life, limb, or health or due to gross negligence or malicious breach of obligation by us or our agents.

§ 10 Liability for Compensation for Damages and Repayment of Expenses

10.1 If you are a consumer and are placing your order for a purpose that cannot be considered part of your commercial or professional activity, we are liable in accordance with current law.

10.2 If you are placing your order with us as a business, the following shall apply in the event we are contractually liable for compensation for damages under 10.2 to 10.8:

10.2.1 Provided the claims are based on malicious breach of contract by us, our representatives, or our agents, we are liable for compensation for damages in accordance with current law. In the event the claims are based on breach of contract due to gross negligence by us or our representatives or agents, then the liability is limited to the foreseeable damages typically arising in such a case.

10.2.2 To the extent we or our representatives or agents are guilty of violating a contract obligation which must be met to ensure any proper execution of the contract, and which, if violated, jeopardizes the achievement of the purpose of the contract and upon whose fulfillment the customer ordinarily relies - and no liability of any kind exists by law under 10.1.1. - then liability is limited to the foreseeable damages typically arising in such a case.

10.2.3 Except as otherwise stipulated under 10.2.1 and 10.2.2, we are liable for no other compensation for damages. The same shall apply in the event claims for recourse under § 478 of the BGB are asserted against us as a supplier.

10.3 The liability exclusions and limitations under 10.2 shall also apply for other claims, particularly tort claims or claims for compensation for repayment of wasted expenditures instead of performance.

10.4 The liability exclusions and limitations under 10.2 shall not apply for any existing claims under §§ 1, 4 of the Product Liability Act or due to non-accidental loss of life, limb, or health. They shall also not apply in the event we have assumed a warranty for the suitability of our product or successful performance or a procurement risk, and the warranty has been invoked or the procurement risk has been implemented.

10.5 We are subject to liability arising from assumption of procurement risk only insofar as we have explicitly assumed a procurement risk in writing.

10.6 To the extent the liability limitation under 10.2 applies for claims arising from manufacturer's liability pursuant to § 823 of the BGB, our liability is limited to compensation through insurance. In the event this is invoked only partially or not at all, we are liable up to the amount of coverage. This paragraph shall not apply in the case of non-accidental injury involving loss of life, limb, or health.

10.7 In cases where our liability is excluded or limited, such shall apply as well to the personal liability of our employees, associates, collaborators, representatives, and agents.

10.8 The foregoing stipulations do not include a reversal of the burden of proof.

§ 11 Customer Service

Please contact us if you have any questions, complaints, or claims to make. We can be reached Monday thru Thursday between 9:00 a.m. and 4:00 p.m. and on Fridays between 9:00 a.m. and 12:00 a.m.

by mail: service@mauritz.de

by telephone: +49 (0) 6136 99440-0

fax: +49 (0) 6136 99440-29

§ 12 Applicable Law, Court of Jurisdiction

12.1 This contract is subject to German law to the exclusion of UN international law on the sale of goods.

12.2 In the case of consumers, this choice of law only applies to the extent that non-mandatory provisions of the law of the state in which they have their habitual residence are withdrawn.

12.3 For any disputes arising from the contract relationship where the purchaser is a salesperson, a legal person under public law or a special fund under public law, the court of jurisdiction shall be our company location in Nieder-Olm.

§ 13 Miscellaneous Provisions

13.1 The contract languages shall be German and English.

13.2 Online platform (OS-platform) to extrajudicial mediation

As an on-line merchant we, service@mauritz.de, are obliged to draw attention to the platform for online dispute resolution (OS) of the European Commission. These can be accessed via the following Internet address: <http://ec.europa.eu/consumers/odr/>.

3.3 In the event one or more of the provisions of these GCTC are invalid, then such shall not affect the validity of the remaining provisions. In cases where the provisions are invalid, then the contract contents shall be governed by current law.

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