

BEST. Electronics - Business Conditions

Standard Contract Terms

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1. Preamble

- 1.1 The following standard contract terms shall apply to all deliveries and offers of Best Electronics Johannes Reiser. Counter-confirmations of the customer with reference to its own standard or sales terms and conditions are hereby objected to.

Consumer in terms of these standard contract terms is any natural person who enters into a legal transaction for a purpose which can be attributed neither to his/her commercial or independent professional activities. **Merchant** is every natural person, legal entity or partnership capable of holding rights, which enters into a legal transaction for a purpose which can be attributed to its commercial or independent professional activities.

2. Offer and Conclusion of the Contract

- 2.1 Our range of articles is not binding. The order of a customer is an offer to enter into a purchase contract. The following confirmation of the receipt of the order and any following status reports are no acceptance of the offer. The purchase contract is accomplished as soon as we confirm the order or with delivery of the goods and confirmation of dispatch.

3. Prices, Postage and Packaging, Partial Delivery

- 3.1 Generally, our prices shall be those referred to in our product basket on our website at the time of order. Prices that deviate from this, which may be seen on pages that were downloaded from intermediate storage facilities (Browser-Cache, Proxies), may not be current and are thus invalid. In the absence of any express agreement in writing to the contrary, our prices shall be effective from the distribution centre excluding packaging, freight or possible cash on delivery charges. All prices on our website include statutory VAT in as far as the customer does not change its customer form to company, merchant or public utility and does not chose any non EU country as the country of delivery.
- 3.2 The price of products that are marked as "early announcement" shall be based on non-binding information by suppliers or manufacturers and shall be subject to change until such time as the product comes on the market. Pre-announced products may be purchased at the published price, but BEST Electronics cannot guarantee the price or appearance of the product or the date when the product shall appear on the market. In the event of modifications, BEST Electronics shall be obligated to consult with the customer prior to processing the order. If the customer does not agree with the modifications, the order shall not be filled.

3.3 Packaging materials shall become the property of the customer.

Costs for postage and packaging are to be borne by the customer. They will depend on the form of shipment, form of payment, weight and shipping destination. They will be calculated and displayed in the product basket prior to any online order or, in the event of an order by telephone, they shall be quoted and shown separately on the invoice. The mode of shipment shall be chosen by the customer or, in the absence thereof, by BEST Electronics Johannes Reiser according to the most feasible arrangement. An overview of the applicable shipment and payment options as well as the relevant prices shall be published on our website.

In the event of partial shipments that have been arranged or offered by BEST Electronics, follow-up shipments shall be made free of shipping charges. In the event that a customer wishes for shipment in specific lots, the additional agreed costs for the shipment of each lot shall be borne by the customer.

4. Passage of risk and warranties

4.1 If the customer picks up the goods at the premises of BEST Electronics, then the risk of accidental loss or accidental damage to the goods shall pass from BEST Electronics to the customer at the time when the goods are transferred to the customer. If BEST Electronics Johannes Reiser ships the goods to the customer the risk shall pass to the customer which is a merchant as soon as the goods are handed over to the carrier. If the customer is a consumer the risk shall pass as soon as the carrier has delivered the goods to the consumer.

4.2 The warranty period shall begin at the time when the goods are delivered. The statutory warranty provisions shall apply. If the delivered item has been repaired or modified by the customer or by a third party without written approval by Best Electronics Johannes Reiser, all warranty rights shall expire. Sentence 2 shall not apply if the customer proves beyond doubt that the defects at issue have not been caused by the modifications carried out by him or the third party.

Provided that the customer is a consumer, the periods of limitation for statutory claims for defects shall be two years.

If the customer is a merchant the limitation period for warranty claims is one year. BEST Electronics Johannes Reiser is authorised to choose between curing the defect and delivering a defect-free good as subsequent performance. Obvious defects in the products or the performance rendered by BEST Electronics Johannes Reiser must be notified in writing immediately, at the latest within fourteen days after receipt of the goods. If such defects are not notified in time, the goods are deemed to have been approved and accepted, with all inherent warranty rights expiring.

BEST Electronics Johannes Reiser shall not be liable for normal wear and tear of the good or defects which are a result of incorrect or negligent handling or treatment or which are caused by unusual conditions of use..

5. Reservation of Title

5.1 All items delivered by BEST Electronics Johannes Reiser remain its property until such items have been paid in full and all claims resulting from the transaction have been met. This shall also apply to conditional claims.

5.2 If the customer is a business or merchant, the following provisions shall apply: seizures by third parties of items owned or co-owned by BEST Electronics Johannes Reiser must be notified by the customer immediately. Any costs arising in relation to judicial proceedings or settlement out of court which BEST Electronics Johannes Reiser

undertakes to secure its rights shall be borne by the customer. The customer shall assign as a security all claims (including all claims for balances under the current account) which arise in connection with the items being sold on or on any other legal grounds to BEST Electronics Johannes Reiser. The customer is hereby irrevocably entitled to collect on its behalf and for its account all claims assigned to BEST Electronics Johannes Reiser. This direct debit authorisation may be revoked if the customer does not meet its payment obligations in an orderly manner.

6. Payment

- 6.1 Unless otherwise agreed, all invoices by BEST Electronics Johannes Reiser shall be payable immediately without any deductions.
 - 6.2 The customer shall be entitled to choose among several different payment options which shall be offered depending on the order amount, the mode of delivery, the shipment address, and the preferences specified in the customer's account. The various possibilities are displayed in the product basket and are described in the info area of our website.
 - 6.3 BEST Electronics Johannes Reiser hereby reserves the right to fill the order only against cash on delivery or payment in advance in individual cases or in the event that a bank or an offeror of the respective payment mode has rejected payment. In such cases, the customer shall be entitled to accept or revoke his/her order.
 - 6.4 Costs which arise as a result of reversing a payment transaction for lack of funds or as a result of data transmitted incorrectly by the customer shall be charged to the customer.
 - 6.5 Cheques shall only be accepted as payment and can be refused at any time.
 - 6.6 In the event of default of payment, BEST Electronics Johannes Reiser shall be entitled to charge consumers interest of at least 5 percentage and merchants of at least 8 percentage points above the applicable base rate.
 - 6.7 Any set-off of counterclaim shall not be permitted unless proven at law or if undisputed. The retention of payments by the purchaser for counterclaims resulting from unrelated contracts shall be excluded.
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7. Data Protection

- 7.1 Our data protection procedures are in conformity with the Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG) and the Telemedia Act (Telemediengesetz – TMG). The customer hereby agrees that BEST Electronics Johannes Reiser may process, store and evaluate, the customer data which it receives in connection with the business relationship.
BEST Electronics Johannes Reiser shall use the customer's E-Mail address only for information letters which accompany the orders, - if the customer does not disagree - for customer care purposes and, if desired by the customer, for its own newsletters.
BEST Electronics Johannes Reiser shall not forward any personal customer data to any third parties. An exemption hereto exists for such service partners which require the transfer or data to process its orders. In these cases, the scope of the transmitted data shall be restricted to the necessary minimum.
The customer shall be informed about and be given the opportunity to correct, block and delete his/her personal data. If judicial or contractual keeping obligations exist or any other judicial reasons oppose to a deletion, the data will be blocked.
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8. Restrictions on Liability

- 8.1 These standard terms and conditions contain all rights and obligations of the contract

parties If the customer is a merchant or does not reside within the European Union, our company seat shall be the exclusive venue for all legal disputes between the contract parties, including all lawsuits in connection with bills of exchange and cheques.

- 8.2 The laws of the Federal Republic of Germany shall exclusively apply. The provisions of the UN Convention on the International Sale of Goods shall not apply. Regarding commerce with end-consumers within the European Union, the relevant laws of that country may also be applicable, provided that it concerns obligatory consumer rights provisions.

In the event that one or several of the above provisions is or becomes invalid, the validity of the remaining provisions shall not be affected. The parties will try to replace invalid provisions by such provisions which are valid and come closest to the commercial purpose intended by the parties. The following restrictions on liability shall not apply to damage which occurs as a result of intentional acts or gross negligence or damage to life, body or health.

Irrespective of their legal basis claims for damages which are directed either against BEST Electronics Johannes Reiser or its agents shall be limited to the amount which BEST Electronics Johannes Reiser reasonably expected to receive at the conclusion of the contract. Where the damage does not result from the violation of an essential contractual obligation, the amount of damages shall be limited to a maximum amount of ten times the contractual value. The customer shall be responsible for the safe storage of its data. Best Electronics Johannes Reiser is only liable for those expenses, which are necessary for the recovery of data presuming regular backups undertaken by the customer.

9. Revocation and Obligation to return the Goods

- 9.1 If the customer is consumer he/she may revoke his/her declaration to conclude a sales contract within a period of four weeks in textual form (e.g. by online return form, letter, E-Mail, facsimile) without stating a reason or by returning the goods. The term commences at the earliest upon receipt of the goods and of this declaration in textual form. The timely despatch of the revocation or the goods shall be deemed sufficient for compliance with the revocation term. The revocation shall be addressed to:

With letter
BEST. Electronics
Johannes Reiser
Lagerhausstr. 8
83109 Großkarolinenfeld
Germany

per Fax: 0049-8031-4089-129

per Mail: info@best-electronics.com

- 9.2 In the event of effective revocation, the services received by either party shall be returned and any benefits that may have been accrued shall be released. If the consumer is unable to return the received goods either in total or in part or only in deteriorated condition, the consumer shall indemnify BEST Electronics Johannes Reiser for the loss in value, if applicable. This shall not apply in the event that the deterioration of the surrendered goods is due to the inspection of the goods – as it would have been possible in a shop. The consumer may, moreover, avoid such liability of indemnification if he refrains from using the goods as if he owned them and further refrains from any action

that would diminish the value of the goods.

- 9.3 Goods capable of being sent by parcel will be on request of the consumer collected from him or shall be sent back. The consumer shall bear the costs of the return shipment if the goods delivered are as ordered and the value of the returned product does not exceed € 40,- or if in case of a higher value of the product the consumer has at the time of the revocation not performed the return service or the agreed partial payment. Otherwise Electronics Johannes Reiser shall bear in case of a valid revocation the costs for the return shipment respectively the collection including transport insurance.
- End of Revocation and Obligation to return the Goods.**

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