



General Terms and Conditions of Sale

§ 1 Scope

1. These General Terms and Conditions of Sale (hereinafter: GTC) apply to all contracts concluded via our online shop for the products offered there, via email, and by telephone between us,

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86609 Donauwörth
Germany
Tel: +49 906 99999-200
Email: sales@powerbox-systems.com

and the customer. The GTC apply regardless of whether the customer is a consumer, an entrepreneur, or a merchant.

2. All agreements made between the customer and us in connection with the purchase contract are particularly set out in these terms of sale, our written order confirmation, and our declaration of acceptance.
3. The version of the GTC valid at the time of the conclusion of the contract shall be decisive.
4. Deviating, conflicting, or supplementary general terms and conditions of the customer shall only become part of the contract if we have expressly agreed to their validity. This requirement of consent applies in any case, for example, even if the contracting party refers to its terms and conditions during the conclusion of the contract, and we do not expressly object to them. Our GTC shall also apply if we execute the delivery unconditionally in the knowledge of conflicting or deviating terms and conditions of the customer.

§ 2 Product Selection in the Online Shop

1. The customer can order products on our website.
2. The detailed product description is shown on a separate product page.
3. By clicking on the shopping cart symbol "Add to Cart," the product can be selected with a mouse click and thus added to the virtual shopping cart. At the end of the shopping, the customer receives a compilation of the selected products with the total price, including VAT.
4. Before submitting the order, the customer is given the opportunity to check the order for its correctness - particularly with regard to price and quantity - and to correct it if necessary. For this purpose, the essential contractual content such as product description, any minimum term, total price, and shipping/extra costs are clearly and understandably made available to the customer immediately before placing their order. Furthermore, the ordering situation in the online shop is designed so that the customer expressly confirms with their order that they are obliged to make a payment. The corresponding button has been clearly labeled with the word "Buy."

§ 3 Conclusion of Contract in the Online Shop

1. The presentation and promotion of articles in our online shop do not constitute a binding offer to conclude a purchase contract.
2. By submitting the order, the customer makes a legally binding offer, which we can accept within 5 days by sending an order confirmation to the customer in text form. Before sending the order, the customer can change and view the data at any time. However, the offer can only be made and transmitted if the customer accepts these contractual terms by clicking on the button next to the text "I have read and agree to the GTC" and thereby includes them in their offer. The electronic confirmation of receipt of the customer's order sent immediately after the order has been placed does not yet constitute acceptance. The contract is only concluded through the declaration of acceptance by the company, which is sent in a separate email (order confirmation).
3. The contract text and order data are made available before the conclusion of the contract and can be printed and saved by the customer. After the completion of the ordering process, the contract text is not stored further.
4. If the delivery of the ordered goods is not possible, for example, because the corresponding goods are not in stock, we will refrain from issuing a declaration of acceptance. In this case, a contract does not come into existence. We will inform you of this immediately and refund any payments already received without delay.

§ 4 Conclusion of Contract by Email and Telephone

1. Our offers are non-binding and without obligation. This also applies if we have provided the buyer with catalogs, technical documentation (e.g., drawings, plans, calculations, calculations, references to technical standards (EN standards), other product descriptions, or documents – also in electronic form) to which we reserve ownership and copyright rights.
2. The order of goods by the buyer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 5 days after receipt.
3. Acceptance can be declared either in text form (by order confirmation) or by delivery of the goods to the buyer. Subsequent changes, collateral agreements, or additions shall only become part of the contract if they are agreed upon in writing between the buyer and the seller.

§ 5 Delivery Conditions and Advance Payment

1. The delivery period is approximately seven working days, unless otherwise agreed. It begins – subject to the provision in paragraph 2 – with the conclusion of the contract.
2. For orders from customers with residence or business address abroad or if there are justified indications of a risk of non-payment, we reserve the right to deliver only after receipt of the purchase price, including shipping costs (advance payment reservation). If we make use of the advance payment reservation, we will notify you immediately. In this case, the delivery period begins with the payment of the purchase price and shipping costs.
3. Delivery is made against Debit Card, prepayment, PayPal, MasterCard, and VisaCard, and possibly also by invoice after invoicing.
4. In the event of default in payment, the statutory regulations apply. The customer's obligation to pay default interest does not exclude the assertion of further damages caused by default.

§ 6 Transfer of Risk and Shipping

1. When shipping the goods to the consumer (according to § 13 BGB), the risk of accidental loss or accidental deterioration of the sold goods shall not pass to the consumer until the goods are handed over to the consumer or a recipient designated by them. This also applies if the shipping is carried out at the request of the consumer to another address.
2. If the customer is an entrepreneur (according to § 14 BGB), the risk of accidental loss or accidental deterioration of the goods shall pass to the customer as soon as the goods are handed over to the transport company, freight carrier, or other person or institution designated to carry out the shipment. This also applies if the shipping is carried out at our expense.
3. If the customer is in default of acceptance, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time they are in default of acceptance.

§ 7 Prices and Shipping Costs

1. The list prices valid at the time of the order, as they are shown on the product pages or communicated to the customer otherwise, shall always apply.
2. All prices are quoted from our place of business, including VAT, plus packaging and shipping costs. These costs are specified on a separate page linked to the product page via hyperlink.
3. In the event of a withdrawal, the customer shall bear the direct costs of returning the goods.
4. The customer can pay the repair price and shipping costs at their choice to our specified account (prepayment), Debit Card, pay by credit card (VISA or MasterCard), PayPal, or possibly by invoice.

§ 8 Customer Data

All data protection requirements, particularly the provisions of the Telemedia Act, the EU General Data Protection Regulation, and the Federal Data Protection Act, are complied with by us. Personal data of the customer is generally only stored for the processing and handling of the order and is not passed on to third parties. The customer has the option at any time to revoke the consent to the storage of their personal data given with the conclusion of the purchase contract in writing or in text form.

§ 9 Payment Conditions, Set-Off, and Right of Retention

1. In the case of purchase on account, the repair price and shipping costs must be paid within two (2) weeks of receipt of our invoice at the latest.
2. You can pay the purchase price and shipping costs at your choice to the account specified in the online shop, pay by debit card or credit card.
3. You are not entitled to offset our claims unless your counterclaims are legally established or undisputed. You are also entitled to set off against our claims if you assert complaints of defects or counterclaims from the same purchase contract.
4. As a buyer, you may only exercise a right of retention if your counterclaim is based on the same purchase contract.



§ 10 Retention of Title

The delivered goods remain our property until the purchase price has been paid in full.

§ 11 Warranty Rights

1. The warranty is based on §§ 434 ff. BGB. In business transactions, the warranty is limited to one year, and we are entitled to repair the product at our discretion or provide free replacement. Exempted from this shortening of the warranty period or this exclusion of warranty are cases of absence of a guaranteed property, fraudulently concealed defects, and claims from the guarantee, which are subject to the respective guarantee conditions.
2. The basis of our defect liability is the agreed condition. The characteristics and features listed exclusively in the respective article description and the order confirmation shall be deemed to be the agreed condition of the contract subject. Deviating characteristics and features shall only be deemed to be the agreed condition if we have established them in writing. The devices may only be operated with the software delivered or installed. If the condition has not been agreed upon, it is to be judged according to the statutory regulations whether a defect exists (§ 434 paragraph 3 BGB).
3. For goods with digital elements (e.g., software) or other digital content, we owe the provision and, if applicable, the update of the digital content only to the extent that this is expressly derived from a condition agreement according to paragraph 2.
4. An additional warranty exists for the goods delivered by us only if this was expressly stated in the order confirmation for the respective article.
5. We are not liable for defects that the customer knows or grossly negligently does not know (§ 442 BGB). If the customer is an entrepreneur, the customer's claims for defects presuppose that they have complied with their statutory obligations to examine and give notice of defects (§§ 377, 381 HGB).

§ 12 Warranty

1. The buyer's statutory warranty rights remain unaffected by the following warranty provisions.
2. In addition to the statutory warranty, the seller grants the buyer a voluntary warranty of 2 years from the date of delivery of the goods. Battery cells are expressly excluded from this warranty. The warranty covers the free rectification of material or manufacturing defects through repair or replacement of defective parts that occur during the warranty period.
3. The warranty applies only if the goods have been used and maintained properly in accordance with the instructions provided in the respective user manual.
4. Damages caused by improper handling, normal wear and tear, or external influences are excluded from the warranty.
5. Warranty claims must be submitted in writing, accompanied by the proof of purchase.
6. The warranty period is not extended by a repair or replacement carried out under warranty.

§ 13 Liability

1. Claims for damages of any kind – within and outside the scope of warranty – for delay or impossibility, incorrect advice, culpa in contrahendo, due to the violation of other contractual obligations, for tort, or for any other legal reason – in particular also for damage not caused to the delivery item itself – against us are excluded unless the following rules determine otherwise.

2. Liability shall only apply in the case of intent or gross negligence and in the case of a violation of essential contractual obligations also in the case of simple negligence. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies and may rely.
3. Unless intent or gross negligence is present, the company's liability is limited to the foreseeable damage typical of the contract.
4. The aforementioned limitations of liability shall not apply in the event of injury to life, body, or health, in the case of defects that have been fraudulently concealed, or in the event of errors in the delivery item, insofar as liability is provided for under the Product Liability Act for damage to property used privately and for personal injury, as well as in the case of non-compliance with a guarantee of condition.
5. Customer's claims for compensation under § 284 BGB are excluded to the extent that a claim for damages instead of performance is excluded under the above provisions.
6. The aforementioned limitations of liability also apply in favor of the employees, organs, and other agents of the company.

§ 14 Force Majeure

1. In the event that we are unable to perform the owed service due to force majeure (in particular war, natural disasters), we shall be released from our performance obligations for the duration of the impediment.
2. If the company is unable to fulfill the order or deliver the goods for more than one month due to force majeure, the customer is entitled to withdraw from the contract.

§ 15 Copyrights

We hold copyright rights to all images, films, and texts published in our online shop. The use of the images, films, and texts is not permitted without our express consent.

§ 16 Securing the supply chain / AEO obligation

As an Authorized Economic Operator (AEO-F), PowerBox-Systems GmbH is obliged to comply with customs security standards and to ensure a continuous, secure international supply chain.

By concluding the contract, the Buyer also undertakes to comply with all security requirements in terms of AEO status.

In particular, the buyer assures that

- all goods delivered by the Seller are stored, loaded, transported and accepted exclusively at secure operating sites and transshipment locations;
- the goods are effectively protected against unauthorized access during storage, transport and acceptance;
- the personnel employed in this regard are reliable and appropriately trained;
- any commissioned business partners or subcontractors have been informed of these requirements and also implement suitable security measures.



In the event of any breach of these obligations PowerBox-Systems GmbH reserves the right to withdraw from the contract or to claim damages.

§ 17 Final Provisions

1. The language of the contract is German. The contractual provisions will, however, also be made available in English.
2. The law of the Federal Republic of Germany applies, excluding the UN Sales Convention. If you have placed the order as a consumer and, at the time of your order, you have your habitual residence in another country, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.
3. The exclusive place of jurisdiction and place of performance in business transactions is the seat of our company in Donauwörth. Otherwise, the applicable statutory provisions shall apply to local and international jurisdiction.
4. Dispute Resolution: The EU Commission has created an internet platform for the online resolution of disputes. The platform serves as a contact point for out-of-court resolution of disputes regarding contractual obligations arising from online purchase contracts. Further information is available at the following link: <https://www.ec.europa.eu/consumers/odr>
5. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.
6. Amendments to this contract or its components require written form. This also applies to a change of this clause. Oral side agreements are ineffective.
7. Should any provision of this contract be or become invalid, or should the contract contain a gap, the validity of the contract shall not be affected.

Statutory Right of Withdrawal

1. If you are a consumer (i.e., a natural person who submits the order for a purpose that can neither be attributed to your commercial nor your independent professional activity), you have the right to withdraw in accordance with statutory provisions.
2. If you, as a consumer, exercise your right of withdrawal according to point 1, you must bear the regular costs of returning the goods.
3. Otherwise, the regulations on the right of withdrawal, which are reproduced in detail in the following



Withdrawal Policy

You have the right to withdraw from this contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods. To exercise your right of withdrawal, you must inform

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of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post or email). You can use the attached model withdrawal form, which is, however, not mandatory. To comply with the withdrawal period, it is sufficient for you to send the notification of exercising the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

If you withdraw from this contract, we must repay all payments we have received from you, including delivery costs (except for additional costs resulting from choosing a delivery method other than the cheapest standard delivery offered by us) without delay and at the latest within fourteen days from the date on which we received the notification of your withdrawal from this contract.

For this repayment, we use the same means of payment that you used for the original transaction unless expressly agreed otherwise; in no case will you be charged fees for 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.

You must return the goods to us or hand them over without delay and, in any case, no later than fourteen days from the day you informed us of the withdrawal from this contract. The deadline is met if you send the goods before the expiry of the fourteen-day period. You bear the direct costs of returning the goods. You only have to pay for a possible loss of value of the goods if this loss of value is due to handling that is not necessary to check the nature, properties, and functioning of the goods.

- End of Withdrawal Policy -

4. The right of withdrawal does not apply to distance contracts
 - a. for the delivery of goods made to customer specifications or clearly tailored to personal needs or which are not suitable for return due to their nature or can spoil quickly, or whose expiration date would be exceeded.
 - b. for the delivery of audio or video recordings or software, provided that you have unsealed the delivered data carriers.



Withdrawal Form

If you wish to withdraw from the contract, you can fill out and send the following form to the following address:

PowerBox-Systems GmbH
Dr.-Friedrich-Drechsler-Straße 35
86609 Donauwörth
Germany
Email: sales@powerbox-systems.com

Model for the WITHDRAWAL FORM

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods
(*)/the provision of the following service (*):

Ordered on (*)/received on (*): _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s) (only for notification on paper): _____

Date: _____

(*) Delete as appropriate.
