

SUPPLEMENTARY ONLINE-TERMS & CONDITIONS FOR THE SALE OF GOODS TO COMPANIES VIA THE INTERNET

as of 06/2016



1. General

All services provided by us to the customer in the context of selling goods via ecoblue.sera-web.com are rendered exclusively on the basis of these supplementary online-Terms & Conditions. Deviating provisions are only valid if they were agreed between us and the customer in writing. These present supplementary online-Terms & Conditions shall apply exclusively to companies. Our offer is directed exclusively to companies. Concluding contracts with private individuals is rejected. We reserve the right to check the company status by requesting the submission of suitable proof. Within the context of creating a user account or entering customer data, the customer is obligated to provide truthful information. In this regard, we are entitled to check the validity and request suitable proof.

2. Inclusion of the General Terms & Conditions

These supplementary online-Terms & Conditions for online sales only govern the content that deviates from the General Terms & Conditions or content that applies additionally to online business. The General Terms & Conditions are herewith included. You can access these at [\[insert link\]](#).

3. Conclusion of contract

Only companies and persons who have turned 18 and at the time of conclusion of contract are not restricted in their legal capacity are entitled to conclude a contract with us.

The offers in the online shop on the internet are a non-binding invitation to the customer to order from the online shop.

With their order the customer makes a binding offer to conclude a purchase contract.

We are entitled to accept this offer within 3 calendar days by sending an order confirmation. The order confirmation occurs by email to the email address stated on the order. If there is no response within the 3-day deadline, the offer should be considered rejected.

4. Product selection

- (1) The customer has the possibility to select and order products in our online shop or on our sales platform.
- (2) The customer receives a separate product description on the respective website for each product.
- (3) A prerequisite for buying is that the customer supplies his name and address or has created or will create a customer account.
- (4) The customer can place his selected products into a virtual shopping basket by clicking on the website. The products are gathered in the virtual basket. By clicking on the basket at the end of his purchases, the customer receives an overview and a summary of the products with the final total price including VAT. By clicking on "Committed to pay" or "Buy now" the customer makes a binding offer.
- (5) Before sending the binding offer the seller enables the customer to check the order for contextual accuracy, in particular, with regard to price and quantity and, if necessary, correct it by deleting it from the basket or changing the quantities. This way, the customer can correct possible entry errors. He can also completely abort the order by closing the browser.
- (6) After sending the order the customer receives a confirmation of receipt and then after processing the order a binding order and sales confirmation.

5. Delivery and delivery dates

All articles are dispatched immediately provided they are available at the warehouse and there is sufficient stock.

Delivery is made to all countries mentioned in the shop. The shipping costs can be obtained using a shipping cost calculator in the shop. The delivery date is quoted relating to the country of destination and begins with sending the order confirmation. Reference to a delivery date is non-binding, unless there is a written agreement to the contrary.

If an article is not available at short notice, we will inform you by email about the expected delivery date.

In the event of delays in delivery, such as for example due to force majeure and traffic disruptions as well as other events for which the online shop is not responsible, no compensation claims can be asserted against the online shop. We are entitled to make partial deliveries provided the partial delivery is acceptable to the buyer in individual cases.

6. Packing and shipping costs

Shipping costs arising from the delivery depend on the country of destination and shipping method. The shipping costs can be determined in the shop by entering the country of destination and the delivery route.

7. Prices and payment

All quoted prices are net prices. The currently valid statutory VAT in Germany of 19% is shown separately on the invoice. When invoicing, a possible reverse charge of the VAT for cross-border goods transport is taken into account in

accordance with the respective valid legal provisions.

The final prices do not include the costs for packing and shipping.

Due to the fact that the pages of the online shop are constantly being updated, details with regard to the price and quality of the goods made at an earlier time lose their validity.

The price stated at the time the customer makes the offer is decisive for invoicing.

Payment of the goods is made per invoice against advance payment. If other payment options are available, they are stated in the shop and can be selected during the order process.

8. Data protection

Data protection declaration

- (1) In the following we inform you about collecting personal data when concluding business. Personal data is all data that refers to you personally such as name, address, email address, payment data, goods ordered. The responsible office according to Art. 3 (7) Federal Data Protection Act (BDSG) is the company mentioned at the beginning of these GTC.
- (2) The data is collected and stored by us to the extent that is necessary to perform the contractual services. When we deliver goods to you, we give your data to the commissioned shipping company if this is required to make delivery. Further use only occurs if you have consented to this. In part we use external service providers to process your data. These service providers were carefully selected by us, were instructed in writing and bound to instructions. They are regularly controlled by us. These service providers will not pass this data on to third parties, but will delete it after contract fulfillment and the end of statutory storage times unless you have agreed to storage beyond this.
- (3) Your payment data will be transmitted to the respective payment service provider in line with the payment method selected by you. The responsibility for your payment data lies with the payment service provider. Depending on the selection of payment method, an assessment of the credit risk can be performed on the basis of mathematical-statistical processes (scoring). You will receive additional data and information about this from the respective payment service provider. When registering with the respective payment service provider, you accept their corresponding terms and conditions.
- (4) We maintain up-to-date technical measures to ensure data security, in particular, to protect your personal data from threats when transmitting data as well as from access by third parties. These are constantly adapted to state-of-the-art technology.
- (5) You have the right to request information from us at any time about the data pertaining to you that is stored by us. This applies to its origin as well as to the recipients or category of recipients to whom this data is forwarded and the purpose of storage. If you have given your consent to the data being used, this can be withdrawn at any time. All requests for information, enquiries or objections to data processing must be sent by email to the email address or postal address mentioned in the disclaimer.
- (6) Using cookies
We use cookies on various pages in order to make your visit to our website more attractive and to enable the use of certain functions. These are small text files that are stored on your computer. Most of the cookies we use are deleted from your hard drive at the end of your browsing session (so-called session cookies). Other cookies stay on your computer and enable us to recognise your computer during your next visit (so-called permanent cookies). These cookies serve to greet you with your username and make it unnecessary for you to enter your password or fill in forms with your data. Our partner companies are not permitted to collect, process or use personal data via our website using cookies.
- (7) Use of Google Analytics
(a) This website uses Google Analytics, a web analysis service of Google Inc. ("Google"). Google Analytics uses so-called "cookies", text files that are stored on your computer and make it possible to analyse the use of the website. The information generated by cookies about your use of this website are generally transmitted to a Google server in the USA and stored there. If IP anonymization is activated on this website, however, your IP address is shortened by Google in the Member States of the European Union or in other contract states to the Agreement on the European Economic Area. Only in exceptional cases is the full IP address transmitted to a Google server in the USA and shortened there. On behalf of the operator of this website, Google uses this information to evaluate your use of the website in order to prepare reports on website activities and to provide further services connected to the use of the website and the use of the internet to the website operator.
(b) The IP address transmitted by your browser within the context of Google Analytics is not merged with other data of Google.
(c) You can prevent cookies from being stored with a corresponding setting of your browser software; however, we would like to point out that in this case you might not be able to use all functions of this website to their full extent.
(d) In addition, you can prevent the data generated by the cookie and related to your use of the website (incl. IP address) from being captured by Google by downloading the browser plug-in available on the following link <http://tools>.

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google.com/dlpage/gaoptout?hl=de and installing it.

- (e) This website uses Google Analytics with the extension “_anonymizelp()”. With this, IP addresses are processed in a shortened form which excludes direct personal references.
- (f) The use of Google Analytics occurs in accordance with the prerequisites which the German data protection authorities and Google have agreed on. Information relating to the third party supplier: Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland, fax: +353 (1) 436 1001. User conditions: <http://www.google.com/analytics/terms/de.html>, overview of data protection: <http://www.google.com/intl/de/analytics/learn/privacy.html>, as well as the data protection declaration: <http://www.google.de/intl/de/policies/privacy>.

9. Copyright

The content and works on our website that were created by us are subject to German copyright law. Reproducing, processing, dissemination and any type of exploitation require the prior consent of the respective author or creator. Downloads and copies of this page are only permitted for private, not commercial use. If the content on this page is not created by the operator, third party copyrights are taken into consideration. In particular, third party content is marked as such.

10. Legal venue

If the buyer is a merchant, a legal person under public law or a special fund under public law the exclusive legal venue and place of fulfilment is our head office.

For any other cases arising not governed by these provisions, the legal venue depends on the legal provisions.

Any disputes that may arise from this legal relationship are subject to the law of the Federal Republic of Germany.

The contract language is German. The supplementary online-Terms & Conditions and the GTC are binding in the German version. They are also made available in a non-binding English version as customer information.

11. Validity of the GTC

When placing an order, the supplementary online-Terms & Conditions of the online shop and the General Terms & Conditions of **sera ProDos GmbH** are accepted.

Should individual provisions of this contract be ineffective or contradict legal provisions, the remainder of the contract is not affected by this.

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