

Valid for the eagle kreativ Deutschland GmbH online shop at www.expert-marking.de
from 1 March 2020

Your supplier and contractual partner

eagle kreativ Deutschland GmbH
Johann-Höllfritsch-Strasse 45a
D-90530 Wendelstein

General Manager: Mr. Andreas Blaul

Amtsgericht Nürnberg (Local Court of Nuremberg)
HRB 28730

VAT ID No.: DE283981676

You can also reach our customer service by telephone on working days:

Monday to Thursday from 9:00 to 16:00 h
Friday from 9.00 to 13:00 h

under the telephone number +49 (0)9129 147 2030, by fax: +49 (0)9129 147 2050
and by e-mail at info@expert-marking.de

§ 1 Scope and contractual basis

- 1) These General Terms and Conditions - hereinafter also referred to as **GTC** - shall apply to all offers to you, all legal transactions with you, in particular to all contracts concluded with you via our above-mentioned online shop, e.g. purchase contracts for the delivery of goods or other services - hereinafter also referred to as **delivery** or **deliveries** - between you as our customer - hereinafter also referred to as **customer** - and us as the provider of these deliveries in our online shop - hereinafter also referred to as **eagle kreativ** or **we** or **us**.
- 2) All agreements made between you and us in connection with such a contract shall first of all result from our order confirmation - also called **order confirmation** - and from these General Terms and Conditions. This also applies to all actions in connection with the initiation or preparation of such a legal transaction, in particular such a contract for deliveries.

The valid version of the General Terms and Conditions at the time of the conclusion of the contract or at the time of preparation or initiation is decisive.

Orders not placed via our online shop, e.g. directly by our employees or from our print catalog, shall be subject to the respective General Terms and Conditions.

- 3) These **GTC** shall also apply if we perform the delivery and/or the service to the Customer without reservations, being aware of any conditions of the Customer which are contrary to or deviate from our General Terms and Conditions. Even in these cases, we do not accept any

stipulations in the customer's General Terms and Conditions which contradict or deviate from our General Terms and Conditions, unless we have expressly agreed to the validity of these at least in text form. Our deliveries shall be made exclusively according to the following General Terms and Conditions, which form the basis of all contracts concluded with us.

- 4) These **GTC** shall only apply to **consumers** in accordance with **§ 14 BGB** (German Civil Code). **Consumers** within the meaning of this regulation are natural persons with regard to whom the purpose of the order in our online shop cannot be assigned to a commercial, independent or freelance activity.
- 5) If working days are specified as deadlines, these are all weekdays with the exception of Saturdays, Sundays and public holidays at our company headquarters.
- 6) These **GTC** shall also apply to future business transactions between us and the Customer to the extent that these are related legal transactions.

§ 2 Storage possibility and inspection of the contract text

- 1) You can inspect, save or print our GTC for consumers at any time on/from our website at www.expert-marking.de/AGB_B2C.
- 2) For security reasons, your specific order data cannot be retrieved via the Internet. We therefore recommend that you print out an order you have placed or save it in your system.

The specific contractual provisions also result from our order confirmation in the form of a binding declaration of acceptance.

§ 3 Contractual partner and conclusion of the contract

- 1) Your contractual partner is **eagle kreativ Deutschland GmbH**.
- 2) The presentations and advertising of goods in our online shop do not constitute a binding offer to conclude a purchase contract, but rather a non-binding online catalog or an invitation to you to order the goods presented there. These presentations and advertising are non-binding as long as they do not become the content of a binding contractual agreement. This means that in the event of unavailability there is no obligation to perform on our part.

Before sending your order there is the possibility of checking and correcting the order you have entered and the data given in the set-up "**shopping cart**". By sending your order by clicking on the button "**Submit order**" you make a binding contract declaration. The confirmation of the receipt of the order is made immediately after the technically perfect receipt of your order.

The confirmation of receipt of the order does not constitute an acceptance of your order but is only intended to inform you that we have received your order.

A binding contract is only concluded when we accept your order - this is also called **order confirmation**. Your order shall be deemed to have been accepted by us through an explicit order confirmation in text form.

We only deliver within the Federal Republic of Germany and within the European Union (EU).

- 3) The handling, processing or transformation of the purchased goods, e.g. printing or engraving of the goods, represent individual services to the goods ordered by you. This processing of the purchased goods represents an individual selection or determination to the personal needs of the customer. Even if you, as a Customer, are a consumer, there is no right of withdrawal for the services in these cases (see **§ 7 Right of withdrawal, there exclusion or premature expiry of the right of withdrawal**).

§ 4 Prices, shipping costs, minimum order value

- 1) For orders, the prices listed in the offer at the time of the order shall apply. The prices stated shall be total prices, i.e. they include the appropriate valid German statutory value added tax and other price components.

Deviating prices which may be displayed on pages loaded from caches (browser cache, proxies, etc.) may be out of date and therefore no longer valid.

For details of any additional shipping costs, please refer to the information in the online shop or the special offer.

From a value of goods of € 100.00 we deliver within Germany free of charge.

- 2) Please note a minimum order value of € 50.00 for each of your orders. We regret not to be in a position to execute orders below this value. This also applies to repeat orders.
- 3) For deliveries outside of Germany (EU) additional costs, in particular higher shipping costs, may arise. These additional costs shall be borne by the Customer.

§ 5 Payment

We offer you the following payment option:

Payment via Paypal

Here, you pay the invoice amount via the online provider Paypal. You must on principle be registered there or previously register there, legitimate yourself using your access data and acknowledge the payment authorization to us (an exception may be a guest access). Further instructions on how to get to the payment provider's site are provided during the ordering process. Please note that it is not possible to ship to a packing station via Paypal (this is valid in all countries of delivery).

Payment in advance by bank transfer

Sparkasse Nürnberg

Account holder: eagle kreativ Deutschland GmbH

IBAN: DE86760501010011605797

BIC: SSKNDE77XXX

To the extent that we have made the delivery contingent on prepayment in our order confirmation, please transfer the invoice amount in advance to our account mentioned above. The goods will be shipped after receipt of payment (valid in all countries).

We reserve the right to refuse the payment method chosen by the customer in individual cases.

§ 6 Delivery, delivery period

- 1) On principle, unless otherwise agreed, we deliver goods which can be shipped by parcel service to the delivery address provided by you.

Goods which cannot be sent by parcel post (e.g. bulky goods) will be delivered by a forwarding agent, which we can determine at our reasonable discretion. Unless otherwise agreed, the delivery will be made by a forwarding agent to the first lockable door at the delivery address specified by the customer. If delivery was not possible, you will receive a message from the carrier stating the subsequent options. Sending consignments to post office boxes or poste restante is not possible. Deliveries made by forwarding agents cannot be delivered to so-called packing stations.

- 2) We point out delivery dates and delivery times on the appropriate product page or in a separate order confirmation to you.

Our delivery dates and delivery periods shall be exclusively non-binding information, unless these are expressly designated by us as fixed or binding dates or unless these delivery dates or delivery periods have been expressly agreed as binding between you and us.

Delivery dates and delivery periods stated by us shall not be understood as an offer to conclude a firm deal with a guaranteed delivery date.

The statutory claims of the customer in the event of default remain unaffected.

- 3) The obligation to deliver shall not apply if we ourselves are not supplied correctly and on time and are not responsible for the lack of availability. If the goods are not available, we will inform you immediately and any advance payment will be refunded immediately.

Also in the event of other disturbances in our business operations or those of our suppliers for which we are not responsible, in particular in the event of strikes and lawful lockouts as well as in cases of force majeure, the delivery period shall be extended in accordance with the duration of the disturbance. In such cases, the customer is only entitled to withdraw from the contract if he/she sends a reminder for the agreed services after the delivery dates have been exceeded or the delivery periods have expired, sets a reasonable period of grace and this rea-

sonable period of grace has also expired without result.

In these cases, the delivery date shall be postponed or the delivery period shall be extended accordingly. The Customer's statutory right to claim damages in lieu of performance remains unaffected.

- 4) If the Customer gets into default in acceptance or violates culpably any other duties to cooperate, we shall be entitled to require reimbursement of the damage caused to us hereby, including any possible additional expenses. We reserve the right to make further claims. The Customer on his/her part shall be entitled to prove that damage in the amount requested has not been incurred at all or at least substantially less damage has been incurred. The risk of accidental perishing or accidental deterioration of the goods shall pass to the Customer at the time when the latter has got into default in acceptance.

§ 7 Right of withdrawal

- 1) Please find below a caution regarding the conditions and consequences of the legal right of withdrawal for **consumer** mail-orders. This does not involve a contractual granting of rights going beyond the law. In particular, the statutory right of withdrawal is not available to entrepreneurs or other commercial resellers.
For return shipments from Germany, you will receive a "DHL return sticker" from us upon delivery or in our online shop, with which you can return the goods to us free of charge.

Caution regarding the right of withdrawal

Right of withdrawal

Sie haben das Recht binnen 14 Tagen ohne Angabe von Gründen diesen Vertrag zu widerrufen. Die Widerrufsfrist beträgt 14 Tage ab dem Tag

- an dem Sie oder ein von Ihnen benannter Dritter, der nicht Beförderer ist, die Waren in Besitz genommen haben bzw. hat, wenn Sie eine Ware oder mehrere Waren im Rahmen einer einheitlichen Bestellung bestellt haben und die Waren getrennt geliefert werden;
- an dem Sie oder ein von Ihnen benannter Dritter, der nicht Beförderer ist, die letzte Teilsendung oder das letzte Stück in Besitz genommen haben bzw. hat, wenn Sie eine Ware bestellt haben, die in mehreren Teillieferungen oder Stücken geliefert wird;
- wenn mehrere der voranstehenden Alternativen vorliegen, beginnt die Widerrufsfrist erst zu laufen, wenn Sie oder ein von Ihnen benannter Dritter, der nicht Beförderer ist, die letzte Ware oder die letzte Teilsendung bzw. das letzte Stück in Besitz genommen haben bzw. hat.

You are entitled to cancel the contract within 14 days without specifying reasons. The withdrawal period shall commence 14 days of the date

- on which you or a third party designated by you, other than a carrier, have taken possession of the goods, if you have ordered one or more goods under a single order and the goods are delivered separately;
- on which you or a third party designated by you, who is not a carrier, have taken possession

of the last partial shipment or the last piece, if you have ordered goods which are delivered in several partial shipments or pieces;

- if there are several of the above alternatives, the withdrawal period shall not begin to run until you or a third party designated by you, other than the carrier, have taken possession of the last goods or the last partial consignment or the last piece.

To exercise your right of withdrawal, you would have to inform us,

eagle kreativ Deutschland GmbH
Johann-Höllfritsch-Straße 45a, 90530 Wendelstein
E-Mail: widerruf@expert-marking.de
Fax: +49 (0)9129 147 2050

by means of an unambiguous statement (e. g. a letter sent by regular mail, fax or e-mail) about your decision to withdraw from this contract. To this effect, you can use the enclosed standard withdrawal form which, however, is not mandatory. You can also download this standard withdrawal form electronically from our website or make another unambiguous statement. To comply with the withdrawal period, it shall be sufficient to send the information regarding exercising of the right of withdrawal before expiry of the withdrawal period.

Consequences of withdrawal

If you cancel this contract, we shall be required to reimburse to you all payments we have received from you, incl. costs of delivery (except any additional costs which might result from your having chosen a mode of delivery other than the least costly standard delivery offered by us) immediately and at the latest within 14 days as of the date we receive the information about your withdrawing from the contract. We shall repay the amounts in question by the same means of payment you used for your original transaction, unless otherwise agreed with you explicitly. In no case shall a fee be charged to you on account of this repayment.

We may refuse repayment until we have received the returned goods or until you have furnished proof of having returned the goods, whichever is earlier.

You shall return or deliver the goods to us immediately and in any case at the latest within 14 days after the date on which you have informed us about your withdrawal from this contract. The time limit is considered as complied with if you dispatch the goods before expiry of the 14-day period.

We shall bear the costs of returning the parcel-sized goods, unless the price of the goods to be returned does not exceed an amount of € 40.00 or if, in the case of a higher price of the goods, you have not yet paid the consideration or a contractually agreed part payment at the time of withdrawal. In the case of goods which are sent via a forwarding agent, we will collect the goods and bear the costs.

Exclusion or premature expiry of the right of withdrawal

There are legal exceptions to the right of withdrawal (§ 312 g BGB), whereby we reserve the right to assert the following provision in relation to you:

There is no right of withdrawal for contracts

- for the supply of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are tailored to the personal needs of the consumer.

The right of withdrawal shall expire prematurely for contracts

- in case of delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed;
- in case of delivery of goods, if these have been inseparably mixed with other goods after delivery due to their nature;
- in case of delivery of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery

Standard withdrawal form

You can also use our standard withdrawal form which you can download electronically from our website www.expert-marking.de/Muster-Widerrufsformular, but this is not mandatory. You may also make another unambiguous statement.

To:

eagle kreativ Deutschland GmbH
Johann-Höllfritsch-Strasse 45a
D-90530 Wendelstein

E-mail: widerruf@expert-marking.de

Fax: +49 (0)9129 147 2050

For return shipments from Germany, you will receive a „DHL return sticker“ from us upon delivery or in our online shop, with which you can return the goods to us free of charge.

§ 8 Offsetting; right of retention

The Customer shall only be entitled to offsetting if his/her claims have been legally established, if we have acknowledged them or if the Customer's claims are undisputed. The Customer shall also be entitled to offset against our claims if he/she asserts notices of defects or counterclaims from the same purchase contract. Customers may only exercise a right of retention if their counterclaim is based on the same contractual relationship.

§ 9 Reservation of title towards consumers

- 1) The delivered goods (reserved goods) shall remain our property until full payment of all claims arising from this contract.

- 2) The Customer is obligated to handle the goods with care as long as the title has not yet been passed to him/her. Until the transfer of ownership has been effected, the Customer shall inform us in writing immediately if the delivered item has been pledged or is otherwise subject to third-party interventions. For the duration of the reservation of title, the Customer shall not be entitled to pledge the delivered goods or assign them as security.

§ 10 Industrial property rights and defects of title

If the item purchased to be delivered by us is processed according to drawings, samples or designs of the Customer, the Customer shall be responsible for ensuring that the industrial property rights of third parties are not infringed upon thereby. Infringements upon industrial property rights resulting from the use of such drawings, samples and designs etc. will not be examined by us before using these specifications. If the Customer is an entrepreneur, he/she shall indemnify us also against third-party claims on first demand and undertakes to compensate us for any damage incurred by us as a result.

§ 11 Data protection notes

We collect, process and use your personal data, in particular your contact data, to process your order, including your e-mail address, if you have provided it to us. To check creditworthiness, we can use information from external service providers as a decision-making aid and make the payment method contingent on this. This information includes information about your address.

The protection of your privacy is important to us. For details on data protection, please refer to our **Data Privacy Statement** at www.expert-marking.de/datenschutzerklaerung.

§ 12 Applicable law, legal venue and place of performance

- 1) All legal transactions or other legal relationships between us and the Customer shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding any other international agreements.
- 2) If you, as a Customer, are an entrepreneur, our place of business shall be the place of jurisdiction and place of performance to the extent permitted by law. In this case, however, we are also entitled to sue you at your place of business.

§ 13 Severability clause

Should individual provisions of these GTC be wholly or partially invalid, or lose their legal validity subsequently, the validity of the GTC shall not otherwise be affected. The invalid provision shall be replaced by the statutory provisions. The same applies if the GTC contain a loophole which was not foreseen or not recognizable.