

### **General terms and conditions**

The legally required policy on the right to cancellation in distance selling for consumers can be found under item 6 of the GTCs.

### **Your provider and contractual partner:**

#### **ALOIS KOBER GMBH**

Ichenhauser Str. 14  
89359 Kötzing  
Germany

Managing directors authorised to represent the company: Harald Hiller, Gero Neumeier, Erwin Gentner

Competent court: District Court of Memmingen HRB: 1683  
VAT ID no.: DE 811148849

#### **Contact:**

Telephone: +49 800 255 0300  
E-mail: [store\\_de@alko-tech.com](mailto:store_de@alko-tech.com)

[store.alko-tech.com](http://store.alko-tech.com)

We also seek client-oriented solutions in legal matters. Just give us a call. Your rights are of course retained without restriction even if you do not call us. The legislator obliges online providers in particular to provide numerous references to the contract and the applicable conditions. We have compiled these notes, policies and other shipping conditions for you below.

## **I. General Terms and Conditions for orders in the AL-KO Store**

### **1. Scope**

1.1. We deliver exclusively on the basis of the following General Terms and Conditions, which form the basis of all contracts concluded with us. Any general terms and conditions of the customer that conflict with or deviate from the following provisions shall not apply. The following terms and conditions shall also apply exclusively if we carry out the delivery and service without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from the following terms and conditions.

1.2. Where these terms and conditions refer to consumers, these are natural persons for whom the purpose of the order cannot be attributed to a predominantly commercial, self-employed or freelance activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of their commercial or independent professional activity. If working days are specified as deadlines, this shall be understood to mean all weekdays with the exception of Saturdays, Sundays and public holidays.

1.3. For customers who are not consumers, our General Terms and Conditions for Deliveries to Entrepreneurs apply (see below, Section II).

## **2. Option to store and view the contract text**

2.1. You can view these General Terms and Conditions with the included general contractual provisions on our website <https://store.alko-tech.com/en-us/>. You can also print or save this document by using the usual functions of your internet service program (=browser).

2.2. You can also additionally simply archive your order data by either downloading the GTCs and saving the data summarised on the last page of the order process in the online shop using your browser functions, or you can wait for the automatic order confirmation, which we will additionally send to you by e-mail after completion of your order to the e-mail address you have provided. This order confirmation contains your order data once again and can be easily printed out or saved with your e-mail program.

2.3. Your order data will be stored by us in compliance with the provisions of data protection law (see also section 9 below).

## **3. Contractual partner, language, order process and conclusion of contract**

3.1. Your contractual partner is Alois Kober GmbH, Ichenhauser Straße 14, 89359 Kötz, Germany. Contracts in our Internet shop can currently only be concluded in German and only for deliveries to addresses within Germany.

3.2. Order process:

### **3.2.1 Technical procedure of an order and conclusion of a contract**

In order to purchase an item from the AL-KO Store, the customer must place an order. The following technical steps are required for this:

a. The customer first selects the goods from AL-KO Store's offer. This is done by simply clicking on the goods. By clicking on the button 'Add to cart' the goods are added to the customer's shopping basket.

b. The customer can then click on the 'Proceed to checkout' button. They are then redirected to a page where the customer can either log in, register as a new customer or access the AL-KO Store checkout process as a guest. Within the checkout process, the customer is guided through the selection of delivery information, delivery method and payment information.

c. After selecting the payment method, the customer is taken to the order overview page. If the customer clicks on the 'PAY' button, the customer places a binding order with AL-KO Store for the goods contained in the shopping basket ('binding offer to buy').

Reference is made to the AL-KO Store's applicable General Terms and Conditions and privacy policy and must be confirmed via OPT-IN. The customer is then forwarded to the respective payment service provider in SSL-encrypted form.

d. The customer will subsequently receive a confirmation e-mail that AL-KO Store has received the order and will check it further.

### **3.2.2. Detection and correction of input errors**

The customer can change or delete the contents of the shopping basket by clicking on the Shopping Cart menu item. Changes can be made using the mouse or, on mobile devices, the cursor and the finger. For this purpose, click with the mouse button or tap with the fingers on the quantity specification to be changed and overwrite it, or click the 'Remove' button. The shopping basket must then be recalculated using the 'Update' button. By

clicking on the 'Proceed to checkout' button, the customer is forwarded to a page where they are given the opportunity to register if they are not yet registered as a customer in the AL-KO Store IT system. During the checkout process, the customer can check and change their delivery and payment preferences and view the General Terms and Conditions and privacy policy. By clicking the 'Continue' button on the order overview, the customer is taken to the confirmation page where they can check all the details again as well as change them. The customer can cancel their order at this point, in which case a contract is not concluded.

#### 3.2.3. Contract content; essential characteristics of the goods

The content of the contract concluded between the customer and AL-KO Store and thus also the essential characteristics of the goods shall be determined by the description of the goods posted by AL-KO Store in the online shop. Section 434 (1) sentence 3 of the German Civil Code and individual agreements between the bidder/customer and AL-KO Store shall remain unaffected by this provision.

#### 3.3. Conclusion of contract

The presentation and advertising of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue. By clicking the 'PAY' button you place a binding order for the goods contained in the shopping basket. The confirmation of receipt of the order is sent as soon as the order has been submitted. This confirmation is for your information only and does not constitute acceptance of the contract. The contract shall not be concluded until we have issued a declaration of acceptance, which we may send within ten days by means of a separate e-mail (order confirmation) or by delivering the goods. In this e-mail or in a separate e-mail, but no later than upon delivery of the goods, the contract text (consisting of the order, GTCs and order confirmation) shall be sent by us to the customer on a durable data medium (e-mail or paper printout) (contract confirmation). The contract text is stored in compliance with data protection laws.

### 4. Offers, prices, shipping costs

4.1 Our promotional offers are non-binding and subject to change as long as they do not become the content of a contractual agreement. For orders in our online shop, the prices listed in the offer at the time of the order apply. The prices stated are final prices, i.e. they include the applicable German statutory value-added tax and other price components.

4.2. The shipping costs are found in the checkout process in the delivery method selection or in your order summary.

### 5. Payment, delivery

5.1. We only offer the payment options stated in our online shop. Payments are to be made in any case without deduction and are due within 14 days after receipt of the goods at the latest. In the event of default, we shall claim at least the statutory default interest, whereby we reserve the right to add further interest actually accrued. The customer shall be free to prove that we incurred lower damages.

5.2. We endeavour to deliver ordered goods without delay. When ordering stock items, shipping usually takes place within 5 working days (assuming receipt of money depending on payment method).

5.3. 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 without delay.

5.4. The delivery time shall be extended appropriately in the event of any strike measures or lockouts affecting the delivery as well as other circumstances for which we are not responsible, in particular in cases of delays in delivery due to force majeure. We will inform the buyer of the beginning and end of such hindrances without delay.

5.5. In the case of consumers, the risk of accidental loss and accidental deterioration of the goods sold shall pass in the case of sales shipment to the consumer or a recipient designated by the consumer upon delivery of the goods. This applies regardless of whether the shipment is insured or not. Otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon handover, in the case of sales shipment upon delivery of the goods to the forwarding agent or other person or institution designated to carry out the shipment.

5.6. The following delivery restrictions apply: We only deliver to addresses within Germany.

5.7. It is not possible to send items to mailboxes or hold items in postal storage.

## **5.8 Payment with Mollie B.V. and Paypal**

### **5.8.1 Payment with Mollie B.V.**

We offer payment with Visa and instant transfer with Mollie B.V. By selecting one of the above-mentioned payment methods, you will be forwarded to Mollie B.V. via SSL encryption for payment processing. Mollie B.V.'s terms and conditions apply to the means of payment. You can find these at: <https://www.mollie.com/en/user-agreement>

### **5.8.2 Payment with Paypal**

We offer payment via Paypal with Paypal. By selecting one of the above-mentioned payment methods, you will be forwarded to PayPal via SSL encryption for payment processing. PayPal's terms and conditions apply to the means of payment. You can find these at: <https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full>

## **6. Consumer right to cancellation**

**6.1. If you are a consumer, you are entitled by law to a right to cancellation when concluding a distance selling deal.**

**For this purpose, please find below the legally prescribed policy on the prerequisites and consequences of the right to cancellation for consumers:**

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### **Cancellation policy**

#### **Right to cancellation**

You have the right to cancel this contract within fourteen days without giving reasons. The cancellation period is fourteen days from the day on which you or a third party designated by you, other than the carrier, took possession of the last goods.

In order to exercise your right to cancellation, you must inform us (ALOIS KOBER GMBH, AL-

KO Store, Ringstraße 3, D-49434 Neuenkirchen-Vörden, Germany, E-mail: store\_de@alko-tech.com, Tel: + 49 (8000) – 255 0300) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract.

You can use the sample cancellation form on our website, although this is not mandatory, or another clear declaration.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right to cancellation before the end of the cancellation period.

### **Consequences of cancellation**

If you cancel this contract, we must return to you all payments we have received from you, including the delivery costs (with the exception of any additional costs incurred if you chose a type of delivery other than the inexpensive standard delivery offered by us), but excluding the return delivery costs, without delay and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. We will use the same means of payment that you used for the original transaction to process the repayment, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse a refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the end of the fourteen-day period. You shall bear the direct costs of returning the goods. This also applies in principle to goods that cannot be returned as a parcel (e.g. forwarding goods). However, we will collect the goods at our expense if the goods cannot be returned normally by post due to their nature and have been delivered to the consumer's home at the time the contract was concluded.

You will only be liable for any loss in value of the goods if this loss in value is due to handling that was not necessary for checking the nature, properties and functionality of the goods.

### **End of the cancellation policy**

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**6.2 Please find the sample cancellation form in accordance with the legal regulation as follows:**

Member of **DEXKO**  
G L O B A L

**AL-KO**  
QUALITY FOR LIFE

**Sample cancellation form**

If you wish to revoke the contract, please complete and return this form.

ALOIS KOBER GMBH  
AL-KO Store  
Ringstraße 3  
D-49434 Neuenkirchen-Vörden

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

Quantity	Item number	Size	Description

Ordered on: \_\_\_\_\_ Received on: \_\_\_\_\_

Order number: \_\_\_\_\_ Customer number: \_\_\_\_\_

Name / Address of the consumer

Name \_\_\_\_\_ Address \_\_\_\_\_

Zip code / City \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

ALOIS KOBER GMBH  
Ringstraße 3  
D-49434 Neuenkirchen-Vörden  
Germany  
www.alko-tech.com

Service-Hotline: +49 8500 - 255 0300  
E-Mail: store\_de@alko-tech.com  
Website: store.alko-tech.com

J.P. Morgan AG Frankfurt  
BIC: CHASDEFX  
IBAN: DE80 5011 0800 0101 0247 53

Commercial register:  
Münsterlingen HRB 1683  
VAT identification number:  
DE 811148949  
Managing Directors:  
Harald Hiller, Gero Neunseiler,  
Erwin Gentner

### **6.3. Exclusion of the right to cancellation**

The legal regulations for the exclusion of the right to cancellation (§ 312g (2) BGB) apply. We reserve the right to invoke the exclusion of the right to cancellation in particular in, but not limited to, the following cases:

- for deliveries of goods which were not prefabricated and for the production of which the consumer's individual selection or determination was decisive or which are clearly tailored to your personal needs

### **7. Retention of title**

The goods remain our property until full payment has been made.

### **8. Warranty and customer satisfaction**

8.1. The statutory warranty regulations shall apply, in particular §§ 434 ff. BGB.

8.2 An additional warranty only exists for goods delivered by us if this was expressly given in the order confirmation for the respective item.

8.3. The customer shall support us in the determination, limitation and documentation of the defects, insofar as this is reasonable for them in good faith in view of the contractual relationship.

8.4. We value your customer satisfaction. You can contact us at any time using one of the contact methods listed at the beginning. We will do our best to consider your request as quickly as possible and will contact you as soon as we receive the documents or your submission or complaint. We may require some time, however, as warranty cases often require the manufacturer's involvement. In the event of complaints, it would be helpful to us if you could describe the subject of the problem as precisely as possible and, if necessary, send copies of order documents or at least state the order number, customer number, etc. If you still do not receive a response from us within 5 working days, please contact us again. In rare cases, e-mails may have been 'caught' in spam filters at our end or at yours, or a message sent by other means may not have reached you or may have been omitted in error. For service requests, please contact our customer service department, which you can reach at the above contact details.

### **9. Liability**

9.1 Any claims for damages from the customer are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or subcontractors. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.

9.2 In the event of a breach of material contractual obligations, we shall only be liable for any foreseeable damage typical for the contract if this was caused by simple negligence, unless it is a matter of claims for damages by the customer arising from injury to life, limb or health.

9.3 The restrictions of paragraphs 1 and 2 shall also apply in favour of our legal representatives

and subcontractors if claims are asserted directly against them.

9.4 The limitations of liability resulting from paragraphs 1 and 2 do not apply if we have fraudulently concealed the defect or have given a warranty for the quality of the item. The same applies if we and the customer have reached an agreement on the quality of the item. The provisions of the Product Liability Act shall remain unaffected.

## **10. Applicable law, place of jurisdiction**

10.1 The law of the Federal Republic of Germany shall apply to all legal transactions or other legal relationships with us. The validity of the UN Convention on Contracts for the International Sale of Goods is excluded. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customer has their habitual residence as a consumer, shall remain unaffected.

10.2 If the customer moves their domicile or usual place of residence abroad after conclusion of a contract concluded under these terms and conditions, our registered office in 89359 Kötz is agreed as the place of jurisdiction for this case. In this case, we are also entitled to sue at the customer's last domestic place of residence.

10.3 In the event of all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law or a special fund under public law, the action shall be brought before the court which has jurisdiction for the head office of AL-KO Store. We are also entitled to sue at the customer's headquarters.

## **11. Final clause**

Should individual provisions of these General Terms and Conditions be wholly or partially invalid or later lose their legal validity, this shall not otherwise affect the validity of the General Terms and Conditions. The contract shall remain binding in its remaining parts even if individual points are legally invalid. The invalid provisions shall be replaced by the statutory provisions, if any. The same applies insofar as the General Terms and Conditions contain an unforeseen loophole. However, insofar as this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

Status: February 2020