

General Terms and Conditions and Customer Information of peicom GmbH

1. SCOPE OF APPLICATION AND PROVIDER

- 1.1.** These General Terms and Conditions (hereinafter referred to as "GTC") are an integral part of every contract bet

peicom GmbH
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49078 Osnabrück
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www.peicom.com
Commercial register number: HRB 221276
Register court: Local Court of Osnabrück

(hereinafter referred to as "Seller") and you as our customer (hereinafter referred to as "Customer" for reasons of better readability) regarding the purchase of goods in the online store via the peicom GmbH website www.peiker-cee.com.

- 1.2.** Our GTC apply to purchase contracts between us and consumers in accordance with § 13 BGB. The goods offered in our online store are aimed exclusively at consumers who have reached the age of 18.
- 1.3.** A consumer within the meaning of § 13 BGB and the following provisions is any natural person who has reached the age of 18 and who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity.
- 1.4.** Offers, deliveries and services are provided exclusively on the basis of these General Terms and Conditions.
- 1.5.** The General Terms and Conditions shall apply exclusively; any terms and conditions of the customer that conflict with or deviate from the General Terms and Conditions shall not be recognized unless their validity is expressly agreed to in writing. This shall also apply if deviations from individual provisions of these General Terms and Conditions are to be agreed.
- 1.6.** The contract language is exclusively German. Translations of these General Terms and Conditions into other languages are for your information only. In the event of any differences between the language versions, the German text shall take precedence. Unsere AGB gelten für Kaufverträge zwischen uns und Verbrauchern gemäß § 13 BGB.
- 1.7.** The currently valid General Terms and Conditions can be accessed and printed out via the peicom GmbH website using the integrated [link](#) and can be saved by you.

2. OFFER AND CONCLUSION OF THE PURCHASE CONTRACT

- 2.1.** All goods and offers listed in the online store are subject to change and do not constitute an offer in the legal sense. Our General Terms and Conditions, including the cancellation policy contained therein, can be read and taken note of via a peicom GmbH [link](#) integrated into the order process. Once you have made your selection, placed the selected goods in the shopping cart, clicked the "Accept terms and conditions" box and sent the order to us by clicking the "Order with obligation to pay" button, you are making a legally binding offer to conclude a purchase contract for the goods you have ordered. You can remove or add goods from the shopping cart at any time before submitting your order.
- 2.2.** After receipt of the order, you will receive an automatically generated e-mail in which we as the seller confirm that we have received your order (order confirmation). The order confirmation contains a summary of all order details as well as information on the selected

payment method and the billing and delivery address. Alle im Online-Shop aufgeführten Waren, Angebote sind freibleibend und kein Angebot im Rechtssinne. Unsere Allgemeinen Geschäftsbedingungen einschließlich der darin enthaltenen Widerrufsbelehrung sind über einen im Bestellvorgang integrierten [Link](#) der peicom GmbH zu lesen und zur Kenntnis zu nehmen. Wenn Sie Ihre Auswahl getroffen haben, die ausgewählten Waren in den Warenkorb gelegt haben, das Kästchen „AGB akzeptieren“ angeklickt und die Bestellung durch das Klicken des Buttons „Zahlungspflichtig bestellen“ an uns abgeschickt haben, unterbreiten Sie ein rechtsverbindliches Angebot zum Abschluss eines Kaufvertrages über die von Ihnen bestellten Waren. Vor dem Absenden können Sie jederzeit Waren aus dem Warenkorb entfernen oder hinzufügen.

- 2.2.1.** In the order confirmation, we declare acceptance of the purchase offer and the purchase contract is only concluded with this, whereby the receipt of this declaration of acceptance by the customer is decisive in this respect.
- 2.2.2.** 2.2.2 If you do not find an order confirmation in your e-mail inbox, please check the SPAM folder of your e-mail inbox.

3. PRICES AND SHIPPING COSTS

- 3.1.** As our customer, you must provide truthful information when entering your personal data. If your data and details change during the term/processing of the contract, you are obliged to inform us of these changes immediately. If you fail to do so or if you provide us with incorrect data from the outset, we are entitled to withdraw from the concluded contract free of charge. We are entitled to charge you for any additional costs incurred as a result of the goods being misdirected due to incomplete or incorrect address details.
- 3.2.** As our contractual partner, you must ensure that the e-mail account you have provided is accessible so that we can inform you of any updates to the products ordered and provided if necessary.

4. PRICES AND SHIPPING COSTS

- 4.1.** The prices stated in the online store include the statutory value added tax at the time the service is provided. The amount of VAT depends on the tax regulations of the country to which you as the customer have the ordered goods delivered.
- 4.2.** The shipping costs incurred are not included in the purchase price. Regulations on our shipping costs can be found under the integrated [link](#) of peicom GmbH.
- 4.3.** The shipping costs can be called up via a correspondingly designated button in our webshop, are shown separately from the purchase price during the ordering process and are to be borne by you in addition, unless delivery free of shipping costs has been promised.

5. PAYMENT METHODS

- 5.1.** Payment of the purchase price for the ordered goods can be made via Paypal, credit card (Mastercard or Visa), debit card, Apple Pay, Google Pay or prepayment.
- 5.2.** The payment methods available to you are shown under a correspondingly labeled button in our webshop.
- 5.3.** Unless otherwise stated for the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

6. TERMS OF DELIVERY/ HIGHER FORCE MAJEURE

- 6.1.** Unless otherwise agreed, the goods shall be delivered from our warehouse to the address you specify.
- 6.2.** If we are prevented from fulfilling our obligations due to the occurrence of unforeseeable, extraordinary circumstances ("force majeure") which we cannot avert despite reasonable

care, whether these circumstances occur in the area of you as a customer or at our suppliers, the delivery period shall be extended to a reasonable extent, provided that the delivery or service does not become impossible. If delivery or performance becomes impossible due to the above-mentioned circumstances, we shall be released from our performance obligations. You as the customer do not have to provide any consideration. In particular, the following exceptional circumstances are to be regarded as force majeure in this sense: Official or legal orders or interventions, epidemics, pandemics, lockouts, energy and raw material shortages, transport bottlenecks through no fault of our own, war, blockades, embargoes, labor disputes lasting more than 6 weeks and not caused by us through no fault of our own, or operational hindrances through no fault of our own, e.g. due to fire, water, as well as all other hindrances which, when viewed objectively, have not been caused by us through no fault of our own.

- 6.3.** We shall use our best endeavors to inform you as the customer as soon as possible about the occurrence of the unforeseeable, extraordinary circumstances and the effects on our contractual services, at least in text form.
- 6.4.** If an agreed delivery time is exceeded by more than 4 weeks due to the aforementioned unforeseen circumstances or if it is objectively unreasonable for you as the customer to adhere to the contract in the case of a non-binding delivery time, you are entitled to withdraw from the contract due to the part of the contract that has not yet been fulfilled. Further rights on your part, in particular the assertion of any claims for damages, are excluded.

7. RETENTION OF TITLE

The goods remain the property of the seller until the purchase price has been paid in full. As the customer, you are obliged to treat the delivered goods with care. In the event of breach of contract by you as the customer, in particular non-payment of the purchase price due, we are entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods (hereinafter also referred to as "reserved goods") on the basis of the retention of title and withdrawal. If you do not pay the purchase price, we may only assert this right if we have previously set you a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

8. RIGHT OF WITHDRAWAL IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

- 8.1.** As a consumer, you have the right to withdraw from this contract within fourteen days without giving any reason.
- 8.2.** The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods. To exercise the right of withdrawal, you must inform us

peicom GmbH
c/o Koch International Logistik GmbH
Fürstenauer Weg 72
DE-49090 Osnabrück
info@peicom.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).

- 8.3.** You may use the sample withdrawal form of peicom GmbH integrated via the link, but this is not mandatory. You can download the [sample withdrawal form](#) from our website, fill it out electronically and send it to us.
- 8.4.** In order to comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

- 8.5.** If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will confirm receipt of your revocation by e-mail. For the repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.
- 8.6.** We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.
- 8.7.** 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 revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. Please be sure to enclose the peicom GmbH [return form](#) integrated via the link with your shipment so that we can assign it.
- 8.8.** You shall bear the direct costs of returning the goods.
- 8.9.** You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of the withdrawal policy

8.10. Exclusion/expiry of the right of withdrawal

According to §312g para. 2 BGB, a right of withdrawal does not exist, among other things not for contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer, and for contracts for the supply of goods which can spoil quickly or whose expiry date would be quickly exceeded, and it expires for contracts for the supply of sealed goods which are not suitable for return for reasons of

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health protection or hygiene if their seal has been removed after delivery, and for contracts for the supply of audio or video recordings or computer software in a sealed package if the seal has been removed after delivery.

9. TRANSPORT DAMAGES

- 9.1.** If goods are delivered with obvious transport damage, please complain about such defects immediately to the deliverer and contact us as soon as possible.
- 9.2.** Failure to make a complaint or contact us has no consequences for your statutory warranty rights. However, you will help us to assert our own claims against the carrier or the transport insurance company.

10. LIABILITY FOR DEFECTS, WARRANTY

We shall remedy defects in accordance with the following provisions:

- 10.1.** In the case of purchase contracts with consumers for goods, we shall perform our obligations to remedy defects on the basis of the statutory provisions, in particular Sections 434 et seq. of the German Civil Code (BGB).
- 10.2.** If delivered goods have obvious material or manufacturing defects, including transport damage, please complain about such defects immediately to us or to the employee of the carrier delivering the products. However, failure to make this complaint has no consequences for your legal claims.

11. LIABILITY

- 11.1.** Unless otherwise stated in these General Terms and Conditions, including the following provisions, we shall be liable in accordance with the following provisions.
- 11.2.** We shall be liable for intent and gross negligence. Furthermore, we shall be liable for the negligent breach of obligations, the fulfillment of which is essential for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which you as a customer may regularly rely. In the latter case, however, we shall only be liable for the foreseeable damage typical of the contract. The same applies to breaches of duty by our vicarious agents.
- 11.3.** The above exclusions of liability shall not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected.

12. LIMITATION PERIOD

- 12.1.** The limitation period for warranty claims for consumers for the delivered goods is two (2) years from delivery of the goods.
- 12.2.** In the event of intentional or grossly negligent action, fraudulent action or at least a guarantee assumed in text form, the statutory limitation periods shall apply.

13. NOTICE ON RETURNING BATTERIES/BATTERIES

- 13.1.** Batteries must not be disposed of with household waste. You can return your old batteries free of charge to the public collection points in your municipality or wherever batteries are sold. Batteries containing hazardous substances are marked with a symbol consisting of a crossed-out dustbin and the chemical symbol (Cd, Hg or Pb) of the heavy metal responsible for the classification as hazardous.
- The "crossed-out dustbin" symbol means: Batteries and rechargeable batteries must not be disposed of with household waste.

- The symbols under the garbage can stand for:
Pb: contains lead
Cd: contains Cadmium
Hg: contains mercury

13.2. Electrical and electronic equipment must not be disposed of with household waste. You can dispose of your waste electrical and electronic equipment free of charge at one of the municipal collection points.

14. APPLICABLE LAW/ JURISDICTION, ONLINE DISPUTE RESOLUTION AND ALTERNATIVE DISPUTE RESOLUTION

- 14.1.** The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).
- 14.2.** If the customer does not have his habitual residence in Germany at the time of the order, the application of mandatory legal provisions of the country of his habitual residence shall remain unaffected by the choice of law made under 14.1.
- 14.3.** The applicable statutory provisions shall apply to the local and international jurisdiction of the courts.
- 14.4.** The European Commission provides a platform for online dispute resolution (OS) at <http://ec.europa.eu/consumers/odr/>.
Our e-mail address is: info@peicom.com
- 14.5.** If you have concluded the contract as a consumer, the mandatory provisions of the legal system of the country in which you have your habitual residence remain unaffected.

15. ALTERNATIVE DISPUTE RESOLUTION PURSUANT TO ART. 14 ABS. 1 ODR-VO

- 15.1.** The European Commission offers the possibility of online dispute resolution on an online platform operated by it. This platform can be accessed via the external link [https:// ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/). Consumers have the option of using this platform to resolve their disputes.
- 15.2.** We will endeavor to resolve any disputes arising from our contract with you as our customer by mutual agreement. However, we are not obliged to participate in a dispute resolution procedure before a consumer dispute resolution body and cannot offer you as our customer to participate in such a procedure.

16. FINAL PROVISIONS

- 16.1.** Should one or more provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of this contract. The same shall apply if and insofar as a loophole is found in this contract.
- 16.2.** Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these General Terms and Conditions. To be effective, they must at least be in text form. This also applies to this formal requirement. Amendments that do not comply with this formal requirement are invalid.
- 16.3.** Should individual provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

DATA PROTECTION DECLARATION

In all data processing operations (e.g. collection, processing and transmission), we proceed in accordance with the statutory provisions, in particular we comply with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act. Your data required for business processing

will be stored and only passed on to service providers commissioned by us to the extent necessary for order and payment processing. Address and order data are otherwise only collected and processed for our own marketing purposes. Furthermore, we assure you that we will not pass on your address data to third parties for marketing purposes.

Details on data processing and the rights of data subjects at peicom GmbH can be found in our data protection information on our website under the integrated [link](#).

We will also impose the data protection obligations on our employees and any subcontractors commissioned and used.

Note: You can object to the use, processing and transfer of your personal data for marketing purposes at any time by sending an informal notification by post to our data protection officer at

**Company GENA
- Data protection officer -
Böttgerstraße 6
DE-65439 Flörsheim**

or by sending an e-mail to: datenschutz@peicom.com

This does not apply to the data required to process your order. After receiving your objection, we will no longer use, process or transmit the data concerned for purposes other than processing your order and will stop sending you our catalogs and other advertising material.

This English text has been generated by a translation program and is for a better user experience. This GTC policy is only legally binding in the German version.

Status March 2025