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General Terms and Conditions of Business

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1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Conquest GmbH (hereinafter referred to as "Seller"), shall apply to all contracts for the delivery of goods and services which are Entrepreneur (hereinafter referred to as "Customer") with the Seller with respect to the goods offered by the Seller offline and/or online. Herewith the inclusion of the customer's own terms and conditions, unless it is otherwise agreed.

1.2 These General Terms and Conditions shall also apply exclusively if the Seller is aware of conditions of the contract which are contrary to or deviate from these conditions the customer carries out the delivery to the latter without special reservation.

1.3 Entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity, which, upon conclusion of a legal transaction in exercise of their commercial or independent professional activity.

2) Conclusion of Contract

2.1 The Seller's offers and the product descriptions presented represent the binding offers on the part of the seller, but serve for the delivery of a binding offer by the customer.

2.2 The customer can order the offer via the online store of the seller integrated Online order form, but also by telephone, e-mail, or other communication channels. The customer gives, after he has filled in the selected goods and/or services into the virtual shopping basket and send the electronic process, by clicking on the button that completes the order process. Buttons a legally binding contract offer in relation to the items in the

shopping cart contained goods and/or services. The customer may also cancel the offer by telephone, fax, e-mail, post or online contact form to the seller.

2.3 The seller can accept the customer's offer within five days,

- by sending the customer a written order confirmation or a confirmation of order in text form (fax or e-mail), whereby the order confirmation receipt of the order confirmation by the customer is decisive, or
- by delivering the ordered goods to the customer, whereby in this respect the receipt of the goods is decisive for the customer, or
- by requesting the customer to pay after placing his order, or
- provided that payment by direct debit is offered and the customer's Payment method is decided by taking the total price from the customer's bank account the point in time at which the customer's account is credited to the bank account of is loaded. If there are several of the above alternatives, the contract is concluded in the point in time when one of the above alternatives occurs first. The deadline for the acceptance of the offer begins on the day after the offer is sent by the customer and ends with the expiration of the fifth day, which is Dispatch of the offer follows. If the seller accepts the offer of the customer within aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

2.4 If a payment method offered by PayPal is selected, the payment processing via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), at Validity of the PayPal terms of use, available at [PayPal Terms of Use](#), or - if the customer does not have a PayPal account - subject to the conditions for payments without PayPal account, viewable under [Conditions for Payments without PayPal Account](#). If the customer pays by a payment method offered by PayPal, which can be selected in the online order process, the salesman explains already now the acceptance of the offer of the customer in The time at which the customer clicks the button that concludes the order process.

2.5 When submitting an offer via the Seller's online order form, the Seller the text of the contract is stored by the seller after the conclusion of the contract and after sending his order in text form (e.g. e-mail, fax, or letter) transmitted. Any further access to the contract text by the seller does not take place.

2.6 Before the binding submission of the order via the online order form of the the customer can correct possible input errors by carefully reading the information provided on the information displayed on the screen. An effective technical means for better recognition of input errors is the magnification function of the browsers, which are used to enlarge the display on the screen. Its Entries can be made by the customer within the electronic ordering process as long as the usual keyboard and mouse functions until he has completed the ordering process, through click the final button.

2.7 For the conclusion of the contract only the German and English language is disposal.

2.8 The order processing and contact are usually made by e-mail and automated order processing. The customer has to ensure that the for order processing is correct, so that under this e-mail address you can Address to receive e-mails sent by the seller. In particular, when using SPAM filters, the customer must ensure that all by the seller or by third parties commissioned by the seller with the order processing can be delivered to your mailings.

2.9 If the parties have agreed special conditions, these shall not apply in principle. For simultaneously current and future contractual relationships with the customer.

2.10 In case of economic inability of the customer to fulfill his obligations towards the seller, the seller may terminate existing exchange contracts with the seller and customers by withdrawal without notice. This shall also apply in the event of an insolvency application by the customers. § 321 BGB and § 112 InsO remain unaffected. The customer becomes the seller inform us in good time in writing about an imminent insolvency.

3) Prices and Terms of Payment

3.1 Unless otherwise stated in the Seller's product description, the prices quoted are net prices, which do not include the legal sales tax apply. Packaging and shipping costs, loading, insurance (in particular transport insurance), customs duties and charges will be charged to the customer if necessary separately charged.

3.2 In the case of deliveries to countries outside the European Union, in individual cases further costs are incurred, which the seller is not responsible for and which are to be paid by the customer. This includes, for example, costs for the transfer of money through Credit institutions (e.g. transfer fees, exchange rate fees) or import duties and taxes (e.g. customs duties). Such costs can be related to the transfer of money even if the delivery is not to a country outside the European Union, but the customer receives payment from a country outside the European Union.

3.3 Various payment options are available to the customer, which are described in the Online-Shop of the seller or which the seller informs the customer with acceptance of the order.

3.4 If advance payment by bank transfer is agreed, payment shall be due immediately after the conclusion of the contract, if the parties do not agree a later due date. If a "non-refundable" deposit for procurement orders has been agreed upon as a down payment, this must also be paid immediately after contract conclusion is due if the parties have not agreed on a later due date.

3.5 If the payment method delivery on account is selected, the purchase price is due after the goods have been invoiced, i.e., on the day the goods are made available.

3.6 If the payment method invoice purchase is selected, the purchase price shall become due after the goods have been delivered and invoiced. In this case, the purchase price is due within 7 (seven) days from receipt of the invoice without deduction, provided that nothing otherwise agreed. The seller reserves the right to change the payment method only up to a certain order volume and this method of payment at to refuse to exceed the specified order volume. In this case, the Seller to the customer in his payment information in the online store or by e-mail Indicate accordingly. The seller also reserves the right to carry out a credit check when selecting the payment method invoice purchase and to reject this payment method in case of a negative credit check.

3.7 If the credit card payment method is selected, the invoice amount must be paid with the conclusion of the contract due immediately. The processing of the payment method credit card payment is in cooperation with secupay AG, Goethestr. 6, 01896 Pulsnitz (www.secupay.ag) to which the provider assigns his payment claim. secupay AG draws the invoice amount from the customer's credit card account. In case of assignment can only be made to secupay AG with debt discharging effect. The credit card will be charged immediately after the customer's order has been sent in the online store. The provider remains the same even if the payment method Credit card payment via secupay AG responsible for general customer inquiries e.g. about the goods, delivery time, dispatch, returns, complaints, declarations of revocation and e-mailings or credits.

3.8 A payment shall be deemed to have been received as soon as the equivalent value is credited to one of the accounts of the seller was credited. In case of default of payment the seller has claim to default interest in the amount of 10 percentage points above the respective Prime rate. The remaining legal rights of the seller in case of a Default of payment by the customer shall remain unaffected. If receivables are overdue incoming payments will first be checked for possible costs and interest, and then will be credited against the oldest claim.

3.9 If unforeseeable cost increases occur (e.g. currency fluctuations, unexpected price increases by suppliers, etc.) the Seller is entitled to pass on the price increase to the customer. This applies however only if the delivery, as agreed, is made later than four months after the conclusion of the contract is to take place.

4) Delivery and Shipping Conditions

4.1 The delivery of goods shall be effected by way of dispatch to the address indicated by the delivery address, unless otherwise agreed. During the processing of the transaction, the delivery address indicated in the order processing of the seller is decisive.

4.2 In the case of goods delivered by a forwarding agent, delivery shall be "free kerb," i.e., up to the public road nearest to the delivery address kerb, provided that the shipping information in the online store of the seller does not state otherwise and unless otherwise agreed upon by the seller.

4.3 The seller is entitled to make partial deliveries, provided this is reasonable for the customer. In the case of permissible partial deliveries, the seller is also entitled to issue partial invoices.

4.4 The seller reserves the right, in the event of incorrect or to withdraw from the contract in case of proper self-supply. This applies only to the event that the seller is not responsible for the non-delivery and the seller has a concrete hedging transaction with the supplier with due diligence. The seller will make all reasonable efforts to deliver the goods to the buyer. In the event of non-availability or only partial availability of goods, the customer will be informed immediately, and the consideration will be reimbursed.

4.5 The risk of accidental loss and accidental deterioration of the sold goods is transferred to the customer as soon as the seller has transferred the goods to the forwarder, the carrier, or any other party designated to carry out the shipment person or institution. This also applies if the seller has paid the costs of the transport. Transport insurance is only provided upon special request and at the expense of the customer.

4.6 In the event that the dispatch of the goods to the customer is delayed for reasons, the transfer of risk is already effected with the notification of the transfer of risk. Readiness for dispatch to the customer. Possible storage costs have to be paid after the transfer of risk and shall be borne by the customer.

4.7 In the case of collection by the customer, the seller shall first inform the customer by e-mail about the fact that the goods ordered by him are ready for collection. After receipt of this e-mail, the customer can pick up the goods after consultation with the seller. In this case, no shipping costs will be charged.

In the event that the collection of the goods by the customer, for reasons that are responsible for the delay, the transfer of risk shall also take place upon notification of the readiness for dispatch to the customer. Possible storage costs after the transfer of risk shall be borne by the customer.

5) Greater Force

In case of force majeure events affecting the performance of the contract, the seller is entitled to postpone the delivery for the duration of the hindrance and, in the event of longer-term delays, to postpone them in whole or in part to withdraw from the contract, without this giving rise to any claims against the seller can be derived.

Force majeure shall be deemed to be all events of force majeure for the seller unforeseeable events or those which - even if they were foreseeable – could be beyond the control of the seller and their impact on the fulfilment of the contract is not prevented by reasonable efforts of the seller can be made. Any legal claims of the customer remain unaffected.

6) Delay in performance at the request of the customer

If dispatch or delivery as well as collection of the goods are delayed at the request of the customer by more than 14 days delayed after notification of readiness for shipment, the customer can claim for any a further month or part thereof, storage charges of 0.5 % of the purchase price, up to a maximum but in total 5% of the purchase price. The proof of a higher or lower damage remains unaffected to the contracting parties.

In case of a procurement order (the seller orders and provides the goods for the customer separately), the seller has the right, after the dispatch, delivery and collection of the goods is delayed by more than 14 days at the request of the customer (also due to possible payment difficulties of the customer), to set a final deadline of another 7 days. If the Customer repeatedly fails to make payment, fails to collect the goods or refuses to accept the goods for any reason whatsoever, the Seller shall have the unlimited right to sell the goods otherwise and/or in a covering sale and without further notice. The respective loss from the sale and the additional expenses of the seller as well as the administration are at the expense of the buyer.

If the customer has already made a "non-refundable" deposit (usually between 10-20%) for a transaction within the scope of a procurement order, this deposit will remain with the seller after the expiry of the aforementioned periods without the objection of a continuation of the transaction, in order to cover the loss from re-storage, offer to other buyers, administration or similar. costs. The Seller is not obliged to prove the costs incurred for the sale of unclaimed/non-paid goods from procurement orders. Rather, the "non-refundable" deposit agreed with the customer on acceptance of the order (not to be regarded as a general business condition) and shown on the order confirmation shall be deemed to be the previously agreed compensation/processing fee for such aforementioned cases.

If the customer has not yet made any payment and possibly has not deposited a deposit, the customer shall nevertheless be obliged to pay a reasonable amount of damages/processing lump sum - 20% shall be deemed to be agreed as customary in the trade - after the expiry of the aforementioned periods. This compensation is to be paid immediately after expiry of the aforementioned periods and can be offset and collected by the seller without prior notification against other down payments, credit balances or goods returned by the customer, as well as goods delivered by the customer in his legal position as supplier.

7) Retention of Title

7.1 The seller reserves the right to retain the right to cancel the contract until full payment the property of the delivered goods before the purchase price. Furthermore, the Seller retains title to the delivered goods until all his claims have been met from the business relationship with the customer.

7.2 In the event of processing of the delivered goods, the seller shall be deemed to be the manufacturer and acquires ownership of the newly created goods. If the processing takes place together with other materials, the seller acquires ownership in proportion to the Invoice values of his goods to those of the other materials. In case of the Combination or mixing of the goods of the seller with a thing of the customer as the main thing, the participation in the thing goes in the proportion of the of the invoice value of the seller's goods for invoicing purposes or in the absence of such at the market value of the main item - to the seller. The customer applies in in these cases as depositary.

7.3 The customer may not use items subject to reservation of title or rights pledge or transfer by way of security. The customer is only entitled to a Resale in the ordinary course of business is permitted under the condition that the seller receives from the customer his claims against his customers in the resale of the goods, and the customer is not entitled to any claims customer transfers the property to his buyer under reservation of payment. The By concluding the contract, the customer assigns his claims in connection with such sales against his customers to the seller by way of security, who simultaneously accepts this assignment.

7.4 The customer shall have access to the goods owned or co-owned by the seller or to the assigned claims immediately. He has to inform the Seller assigned amounts collected by him immediately to the Seller to the extent that its claim is due.

7.5 Insofar as the value of the Seller's security rights exceeds the amount of the secured claims by more than 10%, the seller will, at the request of the customer, release a corresponding portion of the security rights.

8) Liability for defects / warranty

If the purchased item is defective, the provisions of the statutory liability for defects shall apply. Deviating from this applies:

8.1 Warranty claims shall not arise in the event of natural wear and tear or damage that is the transfer of risk due to incorrect or negligent handling, excessive stress, unsuitable equipment, or which, due to special external conditions, are influences that arise which are not provided for in the contract. If there are improper modifications or repair work by customers or third parties, the same applies to them and the consequences arising from them. No claims for defects unless the customer can prove that the complained fault was not caused by these modifications or repair work.

8.2 In the case of new goods, the limitation period for claims for defects shall be one year from the date of delivery. In the case of used goods, the rights and claims for defects are excluded.

8.3 The limitations of liability regulated above and shortening of the statute of limitations do not apply:

- for objects which, according to their usual use for a building, are to have been used and have caused its defectiveness,
- for claims for damages and reimbursement of expenses of the customer,
- in the event that the Seller has maliciously concealed the defect, and
- for the right of recourse according to § 445a BGB.

8.4 In the event of subsequent performance, the Seller shall have the right to choose between rectification of defects or replacement delivery.

8.5 If a replacement delivery is made within the scope of liability for defects, the limitation period shall not begin again.

8.6 If the subsequent performance has been effected by way of a replacement delivery, the customer shall be obliged to return the first delivered goods to the seller within 30 days. The return package must include the reason for the return, the customer name, and the information required for the purchase of the defective goods, containing a number assigned to the seller, which makes the allocation of the returned goods possible. As long and as far as the assignment return is not possible for reasons for which the customer is responsible, the seller is not obligated to accept returned goods and to refund the purchase price. The customer bears the costs of a new shipment.

8.7 If the seller delivers a defect-free item for the purpose of subsequent performance, the seller claims compensation for use from the customer according to § 346 para. 1 BGB do. Other legal claims remain unaffected.

8.8 If the customer acts as a merchant within the meaning of § 1 HGB (German Commercial Code), the commercial obligation to examine and give notice of defects according to § 377 HGB. If the customer fails to comply with the goods shall be deemed approved.

9) Liability

The seller is liable to the customer from all contractual, quasi-contractual, and legal, also tortious claims for damages and reimbursement of expenses such as follows:

9.1 The seller is liable without limitation for any legal reason:

- in case of intent or gross negligence,
- in case of intentional or negligent injury to life, body, or health,
- on the basis of a guarantee promise, unless otherwise regulated in this regard,
- due to mandatory liability such as under the Product Liability Act.

9.2 If the Seller negligently breaches a material contractual obligation, liability shall be limited to the contract-typical, foreseeable damage limited, if not in accordance with in the preceding paragraph is unlimited. Essential contractual obligations are obligations, which the contract imposes on the seller according to its content to achieve the purpose of the contract, the fulfillment of which is essential for the proper contract in the first place, and the customer must regularly check that the may trust.

9.3 Any further liability of the seller is excluded.

9.4 The above liability provisions shall also apply with regard to the liability of the seller for his vicarious agents and legal representatives.

10) Statute of limitation

Claims of the customer against the seller become time-barred - with the exception of the claims the point "Liability for defects / Warranty" - in one year from the date of the knowledge of the facts giving rise to the claim, but at the latest within five years after performance of the service, unless unlimited in accordance with the above clause is liable.

11) Retention, assignment

11.1 The customer's rights of retention and rights to refuse performance are excluded, unless the seller disputes the underlying Counterclaims are not valid or have been legally established.

11.2 An assignment of claims from the contract concluded with the customer by the customer, in particular an assignment of any claims for defects of the customers, is excluded.

12) Applicable law, place of jurisdiction

12.1 The law of the Federal Republic of Germany shall apply to all legal relations between the parties, excluding the laws on the international purchase of movable goods.

12.2 If the customer acts as a merchant, legal entity under public law, or public-law special fund with headquarters in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of the seller. If the customer has its registered office outside the territory of the Federal Republic of Germany, the registered office of the seller is the exclusive place of jurisdiction for all disputes arising from this contract. The seller is, in the above cases, however, in any case, entitled to apply to the court at the seat of the customer.