

General terms and conditions of business

1. scope of application

For all orders via our online shop by “consumers” and “entrepreneurs”, the following terms and conditions apply.

A “consumer” is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity. “Entrepreneur” is a natural or legal person or a partnership with legal capacity, which acts in exercise of its commercial or independent professional activity when concluding a legal transaction.

The following applies to entrepreneurs: If the entrepreneur uses conflicting or supplementary General Terms and Conditions of Business, their validity is hereby objected to; they only become part of the contract if we have expressly agreed to them.

2. contracting party, contractual product, conclusion of contract

The purchase agreement is concluded with AlterMobili GmbH, Morassistraße 20, 80469 Munich, Germany. You can find further information about us in the imprint of our website (<https://www.altermobili.com/impressum>).

The purchase contract is concluded for the goods you have placed in the shopping cart. The exact description of the goods can be found in the product description in the online shop. If the product is an “ALMObot”, we would like to point out again that the use of ALMObot requires that you (i) download the AlterMobili App to a mobile device to be provided by you, and (ii) create a user account in the respective App Store and thus conclude a corresponding user agreement for the features of the App. In doing so, you must accept the terms of use stored there. Without this App, a user account in the App Store and a subscription for the use of the features of the App, ALMObot cannot be used. The ALMObot is not compatible with apps of other manufacturers. With conclusion of the purchase contract you can use the activated features of the App for two (2) months from the date of purchase without further payment. After this period a subscription for our app is required. The subscription does not start automatically after the two (2) months. For this purpose, it must be subscribed to again separately in the App. Exact details are available on the product page in the online shop.

By placing the products in the online shop, we make a binding offer to conclude a contract for these items. You can place our products in the shopping cart without obligation and correct your entries at any time before sending your binding order by using the correction aids provided and explained in the order process. The contract is concluded when you accept the offer for the goods contained in the shopping cart by clicking the order button. Immediately after sending the order you will receive another confirmation by e-mail.

Adolescents under 18 years of age, persons without legal capacity and persons to whom we have terminated a previous contractual relationship with regard to the App are not allowed to place an order.

By way of exception, we are not obliged to deliver the ordered goods if we have duly ordered the goods on our part but have not been supplied correctly or on time (congruent covering transaction). The prerequisite is that we are not responsible for the lack of availability of the goods and you have been informed of this circumstance immediately. If the goods are unavailable, we will immediately refund any payments already made. We do not assume the risk of having to procure ordered goods

(procurement risk). We are only obliged to deliver from our own stock and the goods ordered from suppliers.

3. contract language, contract text storage

Language(s) available for the conclusion of the contract: German

We save the contract text and send you the order data and our terms and conditions in text form. For security reasons the contract text is no longer accessible via the Internet.

4. prices, terms of delivery

The prices quoted include Value Added Tax (VAT) and standard packaging and do not include shipping costs. Shipping costs are therefore added to the stated product prices. You can find out more about the amount of the shipping costs in the offers.

We only deliver via the shipping method of our selected shipping service providers (currently: Deutsche Post). Unfortunately, it is not possible to pick up the goods yourself.

We do not deliver to packing stations.

We ship available goods within a period of approx. 3-5 working days.

Orders are only possible to Germany. A delivery is only possible in household quantities.

5. payment, reminder costs

In our shop, the following payment methods are available to you:

credit card

When you place your order, you provide your credit card details. After your legitimation as a legitimate cardholder, the payment transaction will be carried out automatically and your card will be charged.

PayPal

During the ordering process you will be redirected to the website of the online provider PayPal. In order to pay the invoice amount via PayPal, you must be registered there or first register, authenticate with your access data and confirm the payment order to us. After placing the order in the shop, we will ask PayPal to initiate the payment transaction. The payment transaction will be carried out automatically by PayPal immediately afterwards. You will receive further instructions during the ordering process.

We are entitled to charge reminder fees for each reminder after the default has occurred: for the second reminder, fees of 7.40 € (incl. VAT) are charged, for the third reminder, fees of 14.80 € (incl. VAT) are due. You reserve the right to prove that no damage or less damage has been caused. Interest on arrears in accordance with the statutory provisions shall remain unaffected.

6. right of withdrawal

Consumers are entitled to the statutory right of withdrawal as described in the withdrawal instruction.

The conditions and legal consequences of the withdrawal result from the following withdrawal instruction.

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving reasons.

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. If, in the context of a single order, the goods are delivered separately, the withdrawal period shall be fourteen days from the day on which you or a third party designated by you, who is not the carrier, took possession of the last goods. In the case of delivery of goods in several partial shipments, the taking possession of the last partial shipment or the last piece is decisive.

In order to exercise your right of withdrawal, you must inform us at AlterMobili GmbH, Morassistraße 20, 80469 Munich; info@altermobili.com; +49 (0) 178 5800347 by means of a clear declaration (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You can use the sample withdrawal form attached at the very end of the document, but this is not mandatory.

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

Consequences of the withdrawal

If you withdraw from this contract, we will refund all payments received from you, including delivery charges (except for the additional costs arising from the fact that you have chosen a different method of delivery to the cheapest standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. We may refuse to make any 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 AlterMobili GmbH Morassistraße 20, 80469 Munich, Germany, without delay and in any event no later than fourteen days from the date on which you notify us of the withdrawal from the contract. The deadline is deemed to have been met if you send the goods before the end of the fourteen-day period. You shall bear the direct costs of the return shipment.

You shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing their condition, properties and functionality.

End of the withdrawal policy

Entrepreneurs are not granted a voluntary right of withdrawal.

7. retention of title

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

For entrepreneurs, the following applies additionally: We reserve the right of ownership of the goods until all claims from an ongoing business relationship have been settled in full. You may resell the goods subject to retention of title in the ordinary course of business; you assign to us in advance all claims arising from this resale - irrespective of any combination or mixing of the goods subject to retention of title with a new item - in the amount of the invoice amount, and we accept this assignment. You remain authorized to collect the claims, however, we may also collect claims ourselves if you do not meet your payment obligations.

8. transport damage

The following applies to consumers: If goods with obvious transport damage are delivered, please complain about such defects to the delivery agent as soon as possible and contact us immediately. Failure to make a complaint or contact us has no consequences for your legal claims and their enforcement, especially your warranty rights. However, you help us to be able to assert our own claims against the carrier or the transport insurance company.

9. warranty and guarantees

Unless expressly agreed otherwise below, the statutory liability for defects shall apply.

The following applies to the purchase of used goods by consumers: if the defect occurs after the expiry of one year from delivery of the goods, claims for defects are excluded. Defects that occur within one year from delivery of the goods can be claimed within the legal limitation period of two years from delivery of the goods.

For entrepreneurs, the limitation period for claims for defects in newly manufactured goods is one year from the transfer of risk. The sale of used goods is carried out under exclusion of any warranty. The statutory limitation periods for the right of recourse according to § 445a BGB remain unaffected.

In relation to entrepreneurs, only our own information and the manufacturer's product descriptions included in the contract shall be deemed to be an agreement on the quality of the goods; we shall assume no liability for public statements by the manufacturer or other advertising statements.

If the delivered item is defective, we shall initially provide a warranty to entrepreneurs at our discretion either by eliminating the defect (rectification of defects) or by delivering a defect-free item (replacement delivery).

The period of limitation does not start again by the subsequent performance.

The above limitations and shortening of the period do not apply to claims based on damage caused by us, our legal representatives or vicarious agents.

- in case of injury to life, body or health
- in case of intentional or grossly negligent breach of duty and fraudulent intent

- in case of violation of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the framework of a guarantee promise, if agreed
- as far as the scope of application of the product liability law is opened.

Information on any additional guarantees that may apply, and their exact conditions can be found with the product and on special information pages in the online shop.

10. Liability

For claims based on damages caused by us, our legal representatives or vicarious agents, we are always liable without limitation

- in case of injury to life, body or health
- in case of intentional or grossly negligent breach of duty
- in the case of guarantee promises, if agreed, or
- as far as the scope of application of the product liability law is opened.

In the event of a breach of material contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, on the part of our legal representatives or vicarious agents, liability shall be limited in amount to the damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

Otherwise, claims for damages are excluded.

11. settlement of disputes

The European Commission provides an online dispute resolution (OS) platform, which you can find here [<https://ec.europa.eu/consumers/odr/>]. We are prepared to participate in an out-of-court conciliation procedure before a consumer conciliation body.

We do not take part in out-of-court dispute resolution procedures under the CSBG. If you are dissatisfied with the delivery or you want to return ordered goods, you can contact us at any time by phone, email or via the online shop.

12. final provisions

You may only set off claims against our claims with undisputed or legally established claims or with claims which are in a reciprocal relationship with the claim from us. You may only exercise a right of retention if your counterclaim is based on the same contractual relationship.

Should a provision of these General Terms and Conditions of Business be or become invalid or unenforceable, the validity of the rest of the contract shall not be affected. The parties are obliged within the scope of what is reasonable and in good faith to replace the invalid or unenforceable

provision by a valid or enforceable provision that is equivalent in its economic success, provided that this does not result in a significant change to the content of the contract.

The contractual relationship between the parties is subject to the law of the Federal Republic of Germany. If you are a consumer, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state in which you have your habitual residence is not withdrawn (principle of favorability). The validity of the UN Sales Convention (CISG) is excluded.

If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you is our registered office. The same shall apply if you do not have a general place of jurisdiction in Germany or your place of residence or usual abode is unknown at the time the action is filed.

Based on: AGB [<https://shop.trustedshops.com/de/rechtstexte/>] created with the Trusted Shops [<https://shop.trustedshops.com/de/>] legal text in cooperation with FÖHLISCH Rechtsanwälte [<https://foehlich.com>].

Sample withdrawal form

If you wish to withdraw from the contract, please provide us with the information below.
To AlterMobili GmbH, Morassistraße 20, 80469 Munich or at info@altermobili.com.

“I/we () hereby withdraw from the contract concluded by me/us () for the purchase of the following goods()/the provision of the following service ():

Ordered on / received on ()*

Your name(s): Your address(es): Your signature(s) (only for paper notification):

your date: (...) “

() Delete as applicable.*

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