

General Terms and Conditions

Table of Contents

1. Scope of Application
2. Conclusion of the Contract
3. Right to Cancel
4. Prices and Payment Conditions
5. Shipment and Delivery Conditions
6. Reservation of Proprietary Rights
7. Warranty
8. Special Conditions for Repair Services
9. Special Conditions for the Processing of Goods According to Client's Specification
10. Applicable Law
11. Place of Jurisdiction
12. Alternative dispute resolution

1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company LiquoSystems GmbH (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 These Terms and Conditions regarding contracts for the supply of goods presented by the Seller in its print catalogue apply accordingly, unless expressly otherwise agreed.

1.3 A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these GTC is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button

finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the Seller by e-mail.

2.3 The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

2.5 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors. The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.6 The German and the English language are exclusively available for the conclusion of the contract.

2.7 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed information about the right to cancel are provided in the Seller's instruction

on cancellation.

3.3 The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.3 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

4.4 When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter called "PayPal") subject to the PayPal terms of use which can be viewed at:
<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.

In case the client has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at:
<https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>

4.5 If a payment method offered via the payment service "mollie" is selected, the payment transaction is processed via the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, The Netherlands (hereinafter referred to as "mollie"). The individual payment methods offered via mollie are communicated to the Client in the online shop of the Seller. For the processing of payments, mollie may make use of other payment services, for which special payment conditions may apply, which the Client will be informed about separately if necessary. Further information about "mollie" is available on the Internet at <https://www.mollie.com/en/privacy>

4.6 If the payment method "immediate bank transfer" is selected, payment processing is carried out via the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (hereinafter referred to as "IMMEDIATE"). If he wants to be able to pay the invoice amount via "immediate bank transfer," the Client must have an online banking

account that is activated for participation in "immediate bank transfer". Furthermore he must have the appropriate credentials during the payment process, and must confirm the payment instruction to IMMEDIATE . The payment transaction will be executed immediately afterwards and the Client's bank account debited accordingly. Further information on the payment method "immediate bank transfer" can be called up by the Client at <https://www.sofort.com/ger-DE/kaeufer/su/so-funktioniert-sofort-ueberweisung/>.

4.7 If the method of payment Klarna Invoice Purchase or the method of payment Klarna Installment Purchase is selected, payment processing is carried out via Klarna AB (publ)[<https://www.klarna.com/de>], Sveavägen 46,111 34 Stockholm, Sweden (hereinafter referred to as "Klarna"). Further information on Klarna Invoice and Installment Purchase as well as the terms and conditions of Klarna can be found in the Seller's payment information, which can be viewed at the following Internet address:

<https://liquosystems.de/en/payment-information-klarna/>

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Should the Client collect the goods himself, the Seller informs the Client by e-mail that the goods are available for collection. After receiving the e-mail, the Client may collect the goods in consultation with the Seller at the Seller's place of business. In this case shipment costs will not be charged.

6) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

7) Warranty

7.1 Should the object of purchase be deficient, statutory provisions shall apply.

7.2 Deviating hereof regarding used goods: Claims for defects are excluded if the defect does not occur until one year after delivery of the goods. Defects that occur within one year of delivery of the goods can be asserted within the statutory limitation period.

The shortening of the limitation period does not apply,

- for a product, which was not used, in accordance with its usual application, for building construction and which was the cause of the building's defectiveness,
- for claims for damages and reimbursement of expenses on the part of the Client, and
- if the Seller has fraudulently concealed the defect.

7.3 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Special Conditions for Repair Services

If the Seller is responsible for the repair of a Client's item under the terms of the contract, the following shall apply:

8.1 Repair services shall be provided at the Seller's place of business.

8.2 The Seller shall render his services at his discretion either himself or by qualified personnel selected by him. The Seller may also make use of the services of third parties (subcontractors) who act on his behalf. Unless otherwise stated in the Seller's service description, the Client has no right to select a specific person to perform the desired service.

8.3 The Client must provide the Seller with all information necessary for the repair of the item unless its procurement does fall within the Seller's scope of duties according to the content of the contract. In particular, the Client must provide the Seller with a comprehensive description of the defect and inform him of all circumstances which may be the cause of the defect found.

8.4 Unless otherwise agreed, the Client must send the item to be repaired to the Seller's place of business at his own expense and risk. The Seller recommends the Client to conclude a transport insurance for this purpose. Furthermore, the Seller recommends the Client to send the goods in suitable transport packaging in order to reduce the risk of transport damage and to conceal the content of the packaging. The Seller will immediately inform the Client of obvious transport damage so that the Client can assert any rights he may have against the transport company.

8.5 The return of the goods shall be at the Client's expense. The risk of accidental loss and accidental deterioration of the item passes to the Client when the item is handed over to a suitable transport person at the Seller's place of business. At the Client's request, the Seller will conclude a transport insurance for the goods.

8.6 The Client can also transfer the item to be repaired at the Seller's place of business and collect it again from the Seller if this results from the Seller's service description or if the parties have made a corresponding agreement in this respect. In this case, the above provisions regarding the bearing of costs and risks shall apply accordingly when the goods are dispatched and returned.

8.7 The aforementioned regulations do not limit the Client's statutory rights in the event

of the purchase of goods from the Seller.

8.8 The Seller shall be liable for defects in the repair service provided in accordance with the provisions regarding statutory liability for defects.

9) Special Conditions for the Processing of Goods According to Client's Specification

9.1 If, according to the terms of the contract, the Seller owes the delivery of the goods as well as the processing of the goods according to certain specifications of the Client, the Client shall make available to the operator all contents required for processing such as texts, images or graphics in the file formats, formatting, image and file sizes specified by the operator and shall grant the operator the necessary rights of use. The Client is solely responsible for the procurement and acquisition of rights for such content. The Client declares and assumes responsibility that he has the right to use the content provided to the Seller. In particular, he shall ensure that no third-party rights are infringed thereby, in particular copyrights, trademark rights and personal rights.

9.2 The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with a violation of their rights by the Seller's contractual use of the Client's content. The Client shall also bear the reasonable costs required for the necessary legal defense, including all court and lawyer's fees according to the statutory rate. This shall not apply if the Client is not responsible for the infringement. In the event of claims by third parties, the Client shall be obliged to provide the Seller promptly, truthfully, and completely with all information that is necessary for the verification of the claims asserted for a corresponding defense.

9.3 The Seller reserves the right to refuse processing orders, if the content provided by the Client for this purpose violates legal or official prohibitions or morality. This shall apply in particular to the provision of content that is anti-constitutional, racist, xenophobic, discriminatory, offensive, or youth-endangering, and/or if it glorifies violence.

10) Applicable Law

10.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

10.2 With regard to the statutory right of cancellation, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of the conclusion of the contract.

10.3 Furthermore, this choice of law regarding the right to cancel does not apply to consumers, who are not nationals of a member state of the European Union at the time

of concluding the contract and whose exclusive domicile and delivery address is located outside of the European Union at the time of concluding the contract.

11) Place of Jurisdiction

If the Client is a businessman, a legal entity of public law or a separate estate under public law with its seat in the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract.. If the Client is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases the Seller is entitled to call the court responsible for the seat of the Client.

12) Alternative dispute resolution

12.1 The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

12.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.