

GENERAL TERMS AND CONDITIONS

I. General (scope of application, contractual partners, contact)

1. If you order goods or services via the website: www.tripus-shop.com, the following General Terms and Conditions apply to entrepreneurs and consumers - unless this deprives you of further consumer protection at your place of residence in Europe.
2. The contract comes with:

Tripus systems GmbH
Leitenweg 7, 89312 Günzburg
Commercial Register Memmingen: HRB 12249
VAT ID: DE814159590
Phone: +49 8221 9016-0
E-mail: sales@tripus.com

hereinafter referred to as "Online Shop" or "Seller". The contract language is **German or English**.

3. We are available for you by telephone: Monday to Thursday 8.15 - 12.00 and 12.30 - 15.45 Friday 8.15 - 13.00. We are usually closed on bridge days (Long weekend/ Bank Holiday weekend)
4. The following GTC are accessible on the website of the online store at any time, can be viewed and saved by printing or recording on a data carrier.
5. The Seller informs that the use of the Service by electronic means entails for each Internet user the risk of introduction of malicious software into his/her own computer system and obtaining as well as changing his/her personal data by unauthorized persons. In order to minimize the risk, the Customer should take the necessary technical precautions to minimize this threat, especially antivirus software and firewall.

II. Definitions

1. BGB -German Civil Code
2. Order - the customer's declaration of intent, which leads directly to the conclusion of the purchase contract and determines in detail the type and quantity of goods.
3. Sales contract - the contract concluded between the seller and the customer for the sale of goods;
4. Customer - a natural person with legal capacity, a natural person with commercial activity, a legal person or an organizational unit with legal capacity according to certain



regulations, who places an order in the Online Shop or uses other services available therein;

5. Entrepreneur - is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity (§ 14 I BGB).
6. Consumer - is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity (§ 13 BGB).
7. Goods - the product presented in the online store, each of which is provided with a product description;
8. Working days - days from Monday to Friday with the exclusion of legally determined non-working days;

III. Terms of use of the online store

1. The use of the online store is the fulfilment of the tele informatic system of the customer of the minimum technical requirements:
 - a. Computer or mobile device with Internet access,
 - b. Access to electronic mail,
 - c. Browser Internet Explorer 11 or higher, Firefox 28.0 or higher, Chrome 32 or higher, Opera 12.17 or higher, Safari 1.1. or higher,
2. Allowing cookies and Javascript in the Internet browser.
3. The use of the online store is equivalent to any action of the customer that leads to his knowledge of the content contained in the online store.
4. The customer is obligated to the following in particular:
5. Refrain from publishing and forwarding content prohibited by law, e.g. calls for violence, defamation or offences against the common good, or infringement of the rights of third parties,
6. Use of the online store in a way that does not interfere with its operation, especially through the use of certain software or devices,
7. Refraining from such actions as: Sending or offering unsolicited commercial information (spam) in the online store,
8. Using the online store in a way that does not cause a nuisance to the other customers and the online store,
9. Use of all content presented within the online store exclusively in the private sphere,
10. Use of the online store in accordance with the regulations in force in Germany, in accordance with the GTC and in accordance with the general rules of Internet use.



IV. Services

1. The Seller enables the use of free services offered by the Seller 24 hours a day, 7 days a week through the Online Shop.
2. Users have the possibility to register in the store [account]. Registration is performed by filling in and accepting the registration form. The activation of the Customer's account takes place after the Customer confirms the registration according to the instructions in the message sent by the Service Provider to the e-mail address provided by the Customer during registration. The contract for the provision of services consisting in the management of an account in the Online Shop is concluded for an indefinite period of time and ends when the Customer submits a request for deletion of the account.
3. The customer can reach the seller via contact form [contact form]. Accordingly, a contract is concluded, the purpose of which is to respond to the customer's request. This contract is concluded for a certain period of time and ends at the moment when the seller responds to the customer's request.
4. The Online Shop has the right to occasionally organize contests and special promotions, the terms of which will be announced on the Online Shop's website [Special Promotions]. The special offers in the Online Shop do not combine, unless the respective conditions determine otherwise.
5. In the event of a breach of these GTC by the customer, the seller may, after prior request to cease and desist or remove the prohibited content, with a reasonable deadline, terminate the service contract with 14 days' notice.

V. Order process and contract conclusion

1. The information about goods provided on the Internet pages of the online store, in particular their descriptions, technical and usage parameters and their prices, do not yet constitute a binding offer (on our part). The presentation of the goods is only an invitation to conclude a contract.
2. All goods offered in the online store are brand new, free from physical and legal defects, and have been legally introduced to the German market.
3. The condition for placing an order is having an active email account.
4. In the case of an order placed via the order form available on the website of the Online Shop, the order shall be transmitted by the Customer to the Seller in electronic form and shall constitute an offer to conclude a purchase agreement for the goods that are the subject of the order. An offer made in electronic form is binding for the Customer when the Seller sends to the e-mail address provided by the Customer a confirmation of acceptance of the order for execution [declaration of acceptance], which constitutes a declaration by the Seller of acceptance of the Customer's offer, and upon its receipt by



the Customer a purchase contract is concluded [conclusion of a contract via the order form].

5. Placing an order in the online store by phone, by electronic message or by message through the contact form is done on working days and at the times indicated on the website of the online store. For this purpose, the customer should:
 - a. in his message addressed to the seller, specify the name of the goods according to the website and its quantity,
 - b. specify the method of delivery and payment according to the website,
 - c. to provide the data necessary for the execution of the order, in particular: First and last name, delivery address and e-mail address.
6. The information about the total value of the order referred to in the above point is provided by the Seller orally each time after the order is completed in its entirety, or by a notice via electronic message, together with the information that the conclusion of the purchase contract by the Customer entails the obligation to pay for the ordered goods, and the purchase contract is concluded at that moment [conclusion of the contract via message].
7. In the case of a customer who is a consumer, the seller sends a confirmation of the terms of the order to the customer each time after the order is placed by phone, email or contact form.
8. The contract is concluded when the customer, who is the consumer (in response to the confirmation of the terms of the order sent by the seller), sends an email to the seller's email address in which the customer: accepts the content of the order sent and agrees with its execution and accepts the content of the terms and confirms reading the instructions for revoking the contract.
9. After concluding a purchase agreement, the Seller confirms its terms to the Customer by sending them to the Customer's e-mail address or in writing to the address provided by the Customer.
10. The seller stores the contract text for 24 months after the conclusion of the contract. The seller offers the customer access to the contract text. This is done upon request by e-mail (non-registered customers) or in the customer account for registered customers.

VI. Delivery

11. Delivery is made to the address specified by the customer when placing the order.
12. Delivery is made by: Courier shipping.
13. The Seller informs the Customer about the number of working days for processing and delivery of the order, as well as about the shipping costs, through descriptions on the Internet pages of the Online Shop.



14. Delivery times and processing of the order is calculated in working days according to VII 2.
15. The seller sends, according to the customer's request, the invoice with the order.
16. If there are different processing times for the ordered goods, the longest of all scheduled times applies to the entire order.

VII. Payment

1. The prices of the goods are in euros and include all components, including VAT, customs, and other fees.
2. The customer can choose the following payment methods:
 - Electronic payment (in this case, the execution of the order is initiated after the Seller has sent the Customer a confirmation of acceptance of the order and after the Seller has received information from the system of the settlement agent that the payment has been made by the Customer. The shipment takes place immediately after the order is processed).
 - bank transfer to the bank account of the Seller (in this case, the execution of the order begins after the Seller sends the confirmation of acceptance of the order to the Customer, and the shipment takes place immediately after the money is received in the bank account of the Seller and the order is processed).
3. The Seller shall inform the Customer on the website of the Online Shop about the date by which the Customer is obliged to make the payment for the order. If the customer does not pay within the period specified in the previous sentence, the seller may withdraw from the contract after prior ineffective request for payment with a reasonable deadline.
4. This applies to the entrepreneur: If it becomes apparent after the conclusion of the contract that the Seller's claim to the consideration is endangered by a lack of ability to perform on the part of the Buyer who is an entrepreneur, in particular due to the Customer exceeding the credit limit or open, overdue invoices, the Seller shall be entitled to refuse performance of the contract until the Customer has effected the consideration or provided security for it. The seller is entitled to withdraw from the contract if it has unsuccessfully set the customer a reasonable deadline to effect the counter-performance or provide security for it.
5. The seller retains ownership of all goods until full payment [retention of title].

VIII. Right of withdrawal

In the case of distance contracts, consumers have a right of revocation pursuant to Section 355 of the German Civil Code (BGB).

IX. Warranty

1. The goods may be provided with manufacturer's or seller's warranty.



2. In case of products with warranty, the information about the warranty and its content, as well as the warranty period is included in each case in the product description on the offer pages of the online store.

X. Legal liability for defects

1. In the event of a material defect, the consumer is entitled to statutory liability for defects.
2. If the entrepreneur buys goods, then the obligation to inspect and give notice of defects according to § 377 HGB (German Commercial Code) applies.

XI. Complaints and reclamations

1. Complaints arising from violations of customer rights granted by law or by these GTC, or complaints related to the operation of the Online Shops and/or the use of the Services, may be addressed to: us (I. No. 2).
2. For the purpose of complaint processing, the customer must send the claimed goods, if possible, together with the proof of purchase. The goods must be sent to the address listed in XI. no. 1 or for deliveries abroad directly to the following address:
Tripus - Polska Sp. z o.o.
Z. Hd. Pawel Pocha
56-420 Bierutów
ul. Żeromskiego 18
3. In the letter of complaint and the complaint, the customer should indicate his first and last name, correspondence address, and the type and description of the problem that occurred.
4. In case of incompleteness of the claim, the seller will ask the customer to complete it without delay, but not later than 7 days after receiving the request.

XII. Out-of-court settlement of complaints and filing of claims

1. In the event of a dispute, the consumer may file a complaint using the EU Internet platform - OS platform (Online Dispute Resolution), at the Internet address: <http://ec.europa.eu/consumers/odr/>.
2. We are neither obligated nor willing to participate in proceedings before the competent consumer arbitration board.

XIII. Privacy

The personal data provided by customers are collected by the seller, and processed in accordance with the applicable legislation, as well as in accordance with our privacy policy.



XIV. Final provisions

1. All rights to the online store, including copyrights, intellectual property rights to its name, Internet domain, online store website, as well as forms, logotypes are the property of the Seller and their use is allowed only in a specified manner and in accordance with the GTC.
2. Jurisdiction for the settlement of any disputes between the seller, and the customer as a consumer remain the competent courts in accordance with the provisions of the German Civil Procedure Code.
3. The place of jurisdiction for the settlement of any disputes between the Seller, and the Customer as an entrepreneur remains the court responsible for the registered office of the Seller.
4. In matters not regulated by these GTC, the provisions of German law shall apply.
5. Should any provision of this contract be/become invalid or void in whole or in part, the statutory provision shall take its place. The validity of the contract is not affected by this.
6. Each Customer shall be notified of any changes to the GTC by information regarding the changes and the date of their entry into force on the homepage of the Online Shop. The entry into force of the amendments shall not be later than 14 days after their announcement. Notification of the Seller about the rejection of the new version of the GTC shall result in the termination of the contract.