

## Legal information

EMZOD e.K., Rödingsmarkt 52, 20459 Hamburg, Germany

### General Terms and Conditions of Business (GTC)

#### § 1 Basic provisions

(1) For all deliveries from EMZOD e.K. (hereinafter referred to as Emzod) to consumers are subject to these General Terms and Conditions (GTC).

(2) A consumer in the sense of the following regulations is any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor his independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his independent professional or commercial activity.

#### § 2 Conclusion of the contract

(1) The purchase contract is concluded with EMZOD e.K., Rödingsmarkt 52, 20459 Hamburg, Germany, Commercial Register: Hamburg District Court, HRA 110913.

(2) The contract is concluded via the various online purchase functions (if offered on the respective article page) as follows:

##### a) Purchase via the "Express Checkout" function

After clicking the "Express Checkout" button on the article page, you can log into your existing EMZOD account or first create a new EMZOD account. In the next step, you will be taken to the query mask "Shipping to", in which your stored personal data is already entered. You can then select the payment method.

If provided by us, you can alternatively place your order as a guest by clicking on the corresponding button. In the next step you enter your personal data in the query mask "Shipping to" and select the payment method.

The order data will then be displayed as an order overview.

If you use an express payment system (e.g. PayPal, Apple Pay, Google Pay) as your method of payment, you will either be taken to the order overview page on the EMZOD website or forwarded to the website of the provider of the instant payment system. If you are redirected to the respective instant payment system, please make the appropriate selection or enter your data there. Finally, the order data is displayed on the website of the provider of the instant payment system or, after you have been redirected back to EMZOD, on the EMZOD website as an order overview.

Before submitting the order you have the opportunity to check the details in the order overview again, to make changes (also using the "back" function of your internet browser) or to cancel the order.

By sending the order via the corresponding button ("Buy", "Pay now" or similar designation) you declare the acceptance of the offer in a legally binding manner, whereby the contract is concluded.

##### b) Purchase via the "Add to shopping cart" function

By clicking the button "Add to shopping cart" on the article page, the goods intended for purchase are placed in the "shopping cart". The "shopping basket" is then displayed. Alternatively, you can click on the corresponding button (shopping basket symbol) in the navigation bar to open the "shopping basket" and make changes there at any time.

After clicking on the button "Checkout" or "Now safely to checkout" in the shopping cart view, you can log into your existing emzod account or first create a new emzod account. In the next step, you will be directed to the query mask "Shipping to", in which your personal data is already entered. Afterwards you can choose the payment method.

If provided by us, you can alternatively place your order as a guest by clicking on the corresponding button. In the next step you enter your personal data in the query mask "Shipping to" and select the payment method.

The order data will then be displayed as an order overview.

If you use an instant payment system (e.g. PayPal, Apple Pay, Google Pay) as your payment method, you will either be taken to the order overview page on the eBay website or forwarded to the website of the provider of the instant payment system. If you are redirected to the respective instant payment system, please make the appropriate selection or enter your data there. Finally, on the website of the provider of the instant payment system or after you have been redirected back to eBay, on the website of eBay, the order data is displayed as an order overview.

Before submitting the order you have the possibility to check the details in the order overview again, to change them (also via the function "back" of the internet browser) or to cancel the order.

By sending the order via the corresponding button ("Buy", "Buy now", "Pay now" or similar designation) you declare the acceptance of the offer in a legally binding manner, whereby the contract is concluded.

### **§ 3 Conclusion of contract**

- (1) The presentation of the products in the online shop is not a legally binding offer, but only an invitation to order.
- (2) By clicking on the button [Buy/order with costs] you place a binding order for the goods listed on the order page. Your purchase contract is concluded when we accept your order by sending you an order confirmation by e-mail immediately after receiving your order.

### **§ 4 Licence of use for download products**

- (1) The offered download products are protected by copyright. You will receive a simple user licence for each download product purchased from us, unless otherwise stated in the respective offer.
- (2) The simple user licence includes permission to save and/or print a copy of the download product on your computer or other electronic device for your personal use.  
Any further copy is prohibited. You are expressly prohibited from modifying or editing a file or parts thereof and from making it available in any way to third parties, either privately or commercially.

### **§ 5 Term of contract / termination for subscription contracts**

- (1) The subscription contract concluded between you and us has the agreed term. If the contract is not terminated by one of the parties in writing (e.g. by email) 3 weeks before the end of the contract (unless a different period is specified in the respective offer), it shall be tacitly extended by the agreed basic term in each case. If the basic term is more than one year, however, the contract shall only be extended by one year in each case.
- (2) The right of termination without notice for good cause shall remain unaffected by this.

### **§ 6 Individually designed goods**

- (1) You shall provide us with the suitable information, texts or files required for the individual design of the goods via the online ordering system or, at the latest, immediately after conclusion of the contract by email. Our possible specifications regarding file formats must be observed.
- (2) You undertake not to transmit any data whose content infringes third-party rights (in particular copyrights, rights to a name, trademark rights) or violates existing laws. You shall expressly indemnify us against all third-party claims asserted in this connection. This also applies to the costs of legal representation required in this connection.
- (3) We do not check the transmitted data for correctness of content and therefore do not assume any liability for errors.
- (4) Insofar as specified in the respective item description, we will send you a correction template, which you must check immediately. If you agree with the draft, please release the correction template for execution by countersigning it in text form (e.g. email).  
The design work will not be carried out without your approval.  
You are responsible for checking the proofreading template for correctness and completeness and for notifying us of any errors. We assume no liability for any errors not objected to.

### **§ 7 Special agreements on the types of payment offered**

- (1) Purchase on account via PayPal or another financial institution  
In the case of purchase on account via PayPal, we assign our claim for payment directed against you in full and irrevocably to PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. You agree that PayPal (Europe) S.à r.l. et Cie, S.C.A. will carry out a credit check using the data provided before accepting the assignment.  
We reserve the right to refuse you this method of payment as a result of the credit check; you will be informed of this in the eBay purchase transaction.  
If the purchase on account is approved, PayPal (Europe) S.à r.l. et Cie, S.C.A. accepts the assignment, so that debt-discharging payments can only be made to PayPal (Europe) S.à r.l. et Cie, S.C.A. The payment period is 14 days from receipt of the goods.

### **§ 8 Right of retention, retention of title**

- (1) You may only exercise a right of retention insofar as it concerns claims from the same contractual relationship.
- (2) The goods remain our property until the purchase price has been paid in full.

### **§ 9 Warranty**

- (1) The statutory rights to liability for defects exist.
- (2) As a consumer, you are requested to check the item immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you fail to do so, this will not affect your statutory warranty claims.

## **§ 10 Choice of law, place of performance, place of jurisdiction**

(1) German law shall apply. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not thereby withdrawn (principle of favourability).

(2) The place of performance for all services arising from the business relations existing with us as well as the place of jurisdiction shall be our registered office if you are not a consumer but a merchant, legal entity under public law or special fund under public law. The same shall apply if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or usual abode is unknown at the time the action is filed. This shall not affect the right to also call upon the court at another legal place of jurisdiction.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods are expressly not applicable.

## **§ 11 Protection of minors**

(1) When selling goods that are subject to the regulations of the German Protection of Young Persons Act, we only enter into contractual relationships with customers who have reached the legally required minimum age.

Existing age restrictions are referred to in the respective item description.

(2) By submitting your order, you assure that you have reached the legally prescribed minimum age and that your details regarding your name and address are correct. You are obliged to ensure that only you yourself or those persons authorised by you to receive the delivery who have reached the legally prescribed minimum age take receipt of the goods.

(3) Insofar as we are obliged by law to carry out an age check, we shall instruct the logistics service provider commissioned with the delivery to hand over the delivery only to persons who have reached the legally prescribed minimum age and, in case of doubt, to have the identity card of the person taking delivery of the goods presented to them for an age check.

(4) Insofar as we indicate in the respective item description that you must be 18 years of age or older to purchase the goods, the above paragraphs 1-3 shall apply with the proviso that you must be of legal age instead of the legally required minimum age.

## **II. Customer information**

### **1. Identity of the seller**

EMZOD e.K.  
Rödingsmarkt 52  
20459 Hamburg  
Germany  
Phone: +49 (0)40300696921  
Email: info@emzod.com

Alternative dispute resolution:

The European Commission provides an online extra-judicial dispute resolution platform (OS Platform), available at <https://ec.europa.eu/odr>

### **2. Information on the conclusion of the contract**

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities of correction are carried out in accordance with the provisions "Conclusion of the contract" of our General Terms and Conditions of Business (Part I.).

### **3. Contract language, contract text storage**

3.1 Contract language is English .

3.2 The complete text of the contract is not stored by us. Before sending the order, the contract data can be printed or electronically saved using the print function of the browser. After receipt of the order by us, the order data, the information required by law for distance selling contracts and the General Terms and Conditions of Business will be sent to you again by email.

### **4. Essential characteristics of the goods or services**

The essential characteristics of the goods and/or services are to be found in the respective offer.

## 5. Prices and methods of payment

5.1 The prices quoted in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes. - This only depends on the countries in which we are allowed to practice tax acceptance. Otherwise we do not charge VAT if your country is not one of the countries in which we are allowed to charge VAT. This means that your order is VAT free.

5.2 The shipping costs incurred are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective offer, are shown separately during the ordering process and are to be borne by you additionally, unless free delivery has been promised.

5.3 If delivery is made to countries outside the European Union, further costs may be incurred for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions), which are to be borne by you.

5.4 Any costs incurred in the transfer of money (transfer or exchange rate fees of the credit institutions) are to be borne by you in cases where the delivery is made to an EU member state but the payment was arranged outside the European Union.

5.5 The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

If indicated in the online order process, you can also use Apple Pay and/or Google Pay as payment methods.

5.6 Unless otherwise stated for the individual payment methods, the payment claims from the concluded contract are due for payment immediately.

## 6. Terms of delivery

6.1 The terms and conditions of delivery, the delivery date as well as any existing delivery restrictions can be found under an appropriately designated button on our website or in the respective offer.

If no other deadline is stated in the respective offer or under the correspondingly designated button, the goods will be delivered within 3-5 days within Germany; within the European Union within 5-10 days; outside the European Union within 10-21 days after conclusion of the contract (in case of agreed advance payment, however, only after the date of your payment instruction).

6.2 In the case of download products, delivery is made either as a file by email or by sending the access data for the execution of the download by message via the platform or by email. In the latter case you can download and activate the purchased download product using the access data provided in the message or email. You will find more details in the respective article description.

6.3 If you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold item during shipment is only transferred to you when the goods are handed over to you, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or any other person designated to carry out the shipment.

## 7. Legal liability for defects

The liability for defects is based on the "Warranty" provision in our General Terms and Conditions (Part I).

## 8. Term of contract / termination

Information on the term of the contract as well as the cancellation conditions can be found in the regulation "Contract term / cancellation for subscription contracts" in our General Terms and Conditions (Part I), as well as in the respective offer.

## Sample revocation form

(If you want to cancel the contract, please fill in this form and send it back).

- To EMZOD e.K., Rödingsmarkt 52, 20459 Hamburg, fax number: 040300696920, email address: revocation@emzod.com :

- I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/  
the provision of the following service (\*)

- Ordered on: (\*) \_\_\_\_\_

- Received on: (\*) \_\_\_\_\_

- Name of the consumer(s): \_\_\_\_\_

- Address of the consumer(s): \_\_\_\_\_

- Signature of the consumer(s) (only in the case of paper notification) \_\_\_\_\_

- date: \_\_\_\_\_

(\*) Delete as appropriate.

## Privacy policy

Unless otherwise stated below, the provision of your personal data is not required by law or contract, nor is it necessary for the conclusion of a contract. You are not obliged to provide the data. Non-provision of the data has no consequences. This only applies insofar as no other information is provided in the subsequent processing operations.

"Personal data" means any information relating to an identified or identifiable natural person.

### Responsible person

Please contact us on request. The contact details of the person responsible for data processing can be found in our imprint.

### WhatsApp Business

If you contact us via WhatsApp, we use the WhatsApp Business version of WhatsApp Ireland Limited (4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland; "WhatsApp"). If you are located outside the European Economic Area, this service is provided by WhatsApp Inc. (1601 Willow Road, Menlo Park, CA 94025, USA).

The purpose of data processing is to process and answer your contact request. For this purpose we collect and process your mobile phone number, if provided by WhatsApp, your name and other data to the extent provided by you. We use a mobile device for the service, the address book of which exclusively contains data of users who have contacted us via WhatsApp. Personal data will not be passed on to WhatsApp without your prior consent to WhatsApp.

Your data will be transferred by WhatsApp to servers of Facebook Inc. in the USA.

If the purpose of the contact is to carry out pre-contractual measures (e.g. advice in the event of an interest to purchase, preparation of an offer) or if it relates to a contract already concluded between you and us, this data processing is carried out on the basis of Art. 6 Para. 1 letter b DSGVO.

If contact is established for other reasons, this data processing is carried out on the basis of Art. 6 Para. 1 letter f DSGVO out of our predominantly justified interest in providing a quick and easy means of establishing contact and in answering your enquiry. In this case, you have the right to object at any time, for reasons arising from your particular situation, to the processing of personal data relating to you on the basis of Art. 6 paragraph 1 letter f DSGVO.

We will use your personal data only to process your enquiry. Your data will then be deleted in compliance with statutory retention periods, unless you have consented to further processing and use.

For more information on terms of use and privacy when using WhatsApp, please visit <https://www.whatsapp.com/legal/#terms-of-service> and <https://www.whatsapp.com/legal/#privacy-policy>

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### Collection, processing and disclosure of personal data when placing orders

When you place an order, we collect and process your personal data only to the extent necessary to fulfil and process your order and to deal with your enquiries. The provision of the data is necessary for the conclusion of the contract. Failure to provide the data means that no contract can be concluded. The processing is carried out on the basis of Art. 6 para. 1 lit. b DSGVO and is necessary for the fulfilment of a contract with you.

Your data will be passed on, for example, to the mail-order companies and dropshipping providers you have selected, payment service providers, service providers for order processing and IT service providers. In all cases we strictly observe the legal requirements. The extent of the data transfer is limited to a minimum.

### Advertising

#### Use of the e-mail address for sending newsletters

We use your e-mail address, regardless of the contract, exclusively for our own advertising purposes for sending newsletters, provided you have expressly agreed to this. The processing is carried out on the basis of Art. 6 Para. 1 letter a DSGVO with your consent. You can revoke your consent at any time without affecting the legality of the processing carried out on the basis of the consent until revocation. At the same time, we would like to point out that by agreeing to receive our newsletter, you consent to eBay evaluating your usage behaviour with regard to the newsletter and providing us with this data to improve the newsletter. You can unsubscribe or manage the newsletter at any time in "My eBay" under "Saved Sellers" using the menu navigation "further actions - edit list of saved sellers" or contact us directly. You can find our contact details in the imprint. Your email address will then be deleted from our newsletter subscriber list.

### Enterprise Resource Planning

#### Use of an external merchandise management system

We use a merchandise management system for contract processing within the framework of order processing. For this purpose, your personal data collected within the scope of the order are sent to  
Pickware GmbH, Goebelstr. 21, 64293 Darmstadt  
JTL-Software-GmbH, Rheinstr. 7, 41836 Hückelhoven  
transmitted.

### Data collection and processing for the payment method purchase on account via PayPal

In case of payment via the payment method "purchase on account via PayPal", the purchase price claim is assigned to PayPal (Europe) S.à r.l. et Cie, S.C.A. (22-24 Boulevard Royal, L-2449 Luxembourg; "PayPal"). The data required for the processing of the payment will be transmitted from eBay to PayPal. For the purpose of its own credit assessment, PayPal transmits data to credit agencies (inquiry agencies) and receives from them information as well as, if applicable, credit information on the basis of mathematical-statistical procedures (probability or score values), in the calculation of which, among other things, address data are included. By selecting the aforementioned payment method, you agree to the transmission of the data to PayPal and to the performance of credit checks by PayPal. PayPal cooperates with credit agencies in the context of credit information. Detailed information on this and on the credit inquiry agencies used can be found in PayPal's data protection regulations [https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en\\_US](https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_US)

#### Use of PayPal

All PayPal transactions are subject to the PayPal Privacy Policy. You can find this at [https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en\\_US](https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_US)

#### Duration of storage

After the contract has been fully executed, the data will be stored initially for the duration of the warranty period, then taking into account statutory, in particular tax and commercial law retention periods, and then deleted after the period has expired, unless you have consented to further processing and use.

#### Rights of the person concerned

If the legal requirements are met, you are entitled to the following rights in accordance with Art. 15 to 20 DSGVO: right to information, correction, deletion, restriction of processing, data transferability.

Furthermore, according to Art. 21 Para. 1 DSGVO, you have the right to object to processing based on Art. 6 Para. 1 f DSGVO as well as to processing for the purpose of direct advertising.

#### Right of appeal to the supervisory authority

Under Art. 77 of the DSGVO, you have the right to complain to the supervisory authority if you believe that your personal data are being processed unlawfully.

#### Right of objection

If the personal data processing listed here is based on our legitimate interest pursuant to Art. 6, Paragraph 1, Letter f of the DSGVO, you have the right to object to this processing at any time for reasons arising from your particular situation, with effect for the future.

Once you have done so, the processing of the data concerned will be terminated unless we can demonstrate compelling reasons for processing which are worthy of protection and which outweigh your interests, rights and freedoms, or if the processing serves the assertion, exercise or defence of legal claims.

#### Notes on battery disposal

In connection with the sale of batteries or with the delivery of devices containing batteries, we are obliged to draw your attention to the following  
You are legally obliged to return used batteries as end user. You can return used batteries that we carry or have carried as new batteries in our range free of charge to our dispatch warehouse (dispatch address). The symbols shown on the batteries have the following meaning:

The symbol of the crossed-out dustbin means that the battery must not be disposed of with household waste.

Pb = Battery contains more than 0.004 mass percent lead

Cd = battery contains more than 0.002 mass percent cadmium

Hg = battery contains more than 0.00005 mass percent of mercury.

Please note the above information.

