

# Standard Business Terms and customer information

## I. Standard business terms

### § 1 Basic provisions

(1) The following terms and conditions shall apply to all contracts that you, as the supplier (mpsmobile GmbH), have concluded with us via the website [www.mpsmobile.de](http://www.mpsmobile.de), unless otherwise agreed upon in writing by the parties. Deviations or conflicting terms and conditions shall be applicable only upon our express consent.

(2) We shall only offer our goods for sale if you are a natural or legal person or a legal private company, who, when concluding a legal transaction, is running its commercial or independent business (entrepreneur). Conclusion of a purchase contract with the consumers shall be excluded.

### § 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products. The key features of the goods can be found in the respective quote.

We sell the product under our own name on behalf of others, i.e. for an external party that owns the product in question. In this regard, we play the role of a partial or total commission agent. In spite of that, we are a contractual partner who enjoys all the respective rights and is subject to all the respective responsibilities.

(2) Our offers on the Internet are non-binding and not a binding offer to conclude a contract.

(3) You can submit a binding purchase offer (order) via the online shopping cart system.

The goods intended for purchase are placed in the "shopping cart". Via the corresponding button in the navigation bar you can call up the "shopping cart" and make changes there at any time. After calling up the "checkout" page and entering the personal data as well as the payment and shipping conditions are finally again all order data on the Order summary page is displayed. If you use an instant payment system (e.g. PayPal / PayPal Express, Amazon Payments, Sofortüberweisung) as the payment method, you will either be taken to the order overview page in our online shop or redirected to the website of the provider of the instant payment system.

If you are forwarded to the respective instant payment system, make the appropriate selection or enter your data there.

Finally, on the website of the provider of the instant payment system or after you return to our online shop were routed, the order data is displayed as an order overview.

Before sending the order, you have the opportunity to check the details in the order overview again, to change (also via the "back" function of the Internet browser) or to cancel the order.

By sending the order using the "Order with obligation to pay" button, you submit a binding offer to us.

The acceptance of the offer (and thus the conclusion of the contract) takes place within 2 working days by confirmation in text form (e.g. e-Mail) in which the execution of the order or delivery of the goods is confirmed to you (order confirmation).

(4) Furthermore, you can submit a binding offer (order) by telephone, email, fax or post.

The offer is accepted (and the contract therefore concluded) after ordering by telephone immediately or at the latest within 5 days by a confirmation in written form (e.g. email), which confirms implementation of the order or delivery of the goods (order confirmation).

Should you not receive corresponding notification within this time, you are no longer bound to your order. Services, if any, already provided shall in this case be reimbursed immediately.

(5) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us.

(6) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAMfilter.

### § 3 Prices, payment terms and shipping costs

(1) The prices stated in the respective offers are net prices. They do not include the statutory VAT.

(2) The dispatch expenses incurred are not included in the purchase price; they are separately accounted unless the delivery is promised to be free of cost. You can find more details under a correspondingly designated button on our Internet website or in the relevant offer.

(3) If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

(4) You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

(5) Payment options are displayed using a correspondingly designated button on our Internet website or in the relevant offer. If no other payment period is stated on the invoice or in case of individual payment types, the payment claims from the signed contract are immediately due for payment. Discount deduction is permissible only if it expressly stated in the relevant offer or in the invoice.

#### (6) SEPA debit note (base and/or corporate debit note)

If payment is to be made via an SEPA base debit note or an SEPA corporate debit note, you authorise us to collect the billing amount from the specified account by issuing a corresponding SEPA mandate. The debit note is collected within a period of 1-15 days after the conclusion of the contract.

The deadline for the sending of the pre-notification has been shortened to 5 days before the due date. You are obligated to ensure that the account in question possesses sufficient covering funds on the due date. If a return debit note comes into play on account of a situation in which you defaulted on your obligation, you have to pay the incidental bank charge.

### § 4 Delivery conditions

(1) The probable delivery date is stated in the respective offer. Delivery dates and terms of delivery are binding only if they have been

confirmed by us in writing. With the prepayment method via transfer, the dispatch of the goods does not take place until after our receipt of the full purchase price and the dispatch costs.

(2) If a product ordered by you is not available, contrary to expectations despite a timely completion of the relevant covering transaction, for reasons for which we are not responsible, you shall be informed about the non-availability without delay and in case of a withdrawal, the payments that have already been made by you shall be reimbursed immediately.

(3) The shipping shall take place at your risk. If you wish, the goods shall be shipped with a suitable transport insurance and the costs arising from the same shall be borne by you.

(4) Part deliveries shall be permissible and can be independently specified by you, provided this does not incur additional shipping costs for you.

## **§ 5 Warranty**

(1) The warranty period shall last for one year from the delivery of the goods. The reduction in time-limit does not apply:

- to damages culpably attributable to us arising from injury to life, limb or health and for other damages caused by wilful intent or gross negligence;
- insofar as we have wilfully concealed the defect or accepted a warranty for the quality of the goods;
- to goods which are used for a building in accordance with their normal use instructions and whose defects were caused by this;
- for statutory recourse claims, which you have against us in connection with warranty rights.

(2) Contrary to paragraph 1, the warranty period is

- for the sale of original spare parts, one month from the delivery of the goods
- for the sale of spare parts that are only partially original or copied, six months from the delivery of the goods;
- for the sale of PRIO-Batteries, six months from the delivery of the goods;
- for the sale of spare parts and accessories, six months from the delivery of the goods (Except for the PRIO brand; The deadline here is one year from the delivery of the goods).

(3) Contrary to paragraph 1, the warranty is excluded

- in the sale of Covid-19 antigen tests;
- when selling protective equipment (PPE), such as medical masks, FFP2 masks, gloves, disinfectants, etc.;
- when selling used goods

Furthermore, there are no warranty claims in the event of normal wear and tear or defects or damage to the goods caused by improper use or by attempts to remedy the defect by the customer himself or third parties, persons not authorized by us, insofar as these attempts to remedy the defect made the remedy of the defect impossible or made it unreasonably difficult, as well as for spare parts that were installed / fitted by unauthorized service workshops. In any case, you have to bear the additional costs arising from the attempted removal.

When selling displays, you are obliged to test the display before it is connected to the end device. The warranty is excluded as soon as the display has been connected to the end device.

The exclusion of warranty under this paragraph does not apply:

- culpably caused damage attributable to us resulting from injury to life, limb or health and other damage caused intentionally or through gross negligence;
- insofar as we have fraudulently concealed the defect or have assumed a guarantee for the condition of the item;
- in the case of statutory rights of recourse that you have against us in connection with warranty rights.

(4) In terms of the quality of the goods, only our own information and the product description of the manufacturer shall be deemed to have been agreed, and not other advertising, public promotions and statements made by the manufacturer.

(5) In case of defects, we provide guarantee through repair or replacement at our own discretion. If the defect is not removed, you can demand a reduction in the price or withdraw from the contract at your discretion. The defect removal is applicable after a failed second attempt, unless the circumstances prove otherwise, in particular due to the nature of the object and/or defect or other conditions. In case of repair, we must not bear the additional costs, which arise from the transfer of the item to a place other than the place of fulfilment, as far as the transfer does not correspond to the intended use of the item.

(6) Returns that are not due to a defect are made at your own risk. In this case, we reserve the right to charge you for the processing costs.

(7) We are entitled to reject unannounced returns and to send them back at your own expense.

(8) We are entitled to charge you for packages that are returned to us (e.g. denied or unavailable). Both the outward transport and the return transport are calculated here.

## **§ 6 Liability**

(1) We are fully liable for damage resulting from injury to life, limb or health, in all cases of intent, gross negligence and in all other cases regulated by the law.

(2) If essential contractual obligations are affected, our liability for slight negligence is limited to the foreseeable damage that is typical for the contract; liability for non-typical damages, consequential damages and lost profits is excluded. Essential contractual obligations are obligations that arise from the nature of the contract and the breach of which would jeopardize the achievement of the purpose of the contract as well as obligations that the contract imposes on us according to its content in order to achieve the purpose of the contract, the fulfillment of which make the proper execution of the contract possible in the first place and compliance with which the contractual partner may regularly rely.

(3) In the event of a breach of insignificant contractual obligations, liability, for slightly negligent breaches of duty is excluded.

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

(1) You can exercise the right of retention only if it concerns claims from the same contract relationship.

(2) The goods shall remain our property until the full settlement of all claims from the ongoing business relation. Pledging or assigning the goods as security before the transfer of property of the reserved goods is not permitted. If the goods subject to retention of title are seized or another - according to these General Terms and Conditions inadmissible - intervention in our ownership of the goods subject to retention of title by a third party, please inform the third party of the retention of title and inform us immediately in writing about the process. If the goods subject to retention of title are taken back, this already constitutes withdrawal from the contract. You bear the transport costs incurred for the return.

(3) You are obliged to adequately insure the reserved goods against damage at your own expense. You carry out the necessary maintenance and inspection work on the reserved goods at your own expense.

(4) You can resell the goods in the proper course of business. For this, all claims that arise from the resale in the amount of the invoice price shall be assigned to us already now; we shall receive the assignment. You shall be further authorised to collect the claim. If you do not properly meet your payment obligations, we shall reserve the right to collect the claim.

(4) In the event of connecting and blending goods that are subject to retention of title, we shall acquire co-ownership in the proportion of the goods' invoice value in relation to other processed items at the time of processing.

(5) We shall be under obligation to release securities that are due to you if and when the feasible value of our securities exceeds the claims that are to be secured by more than 10%. The choice of the securities to be released shall reside with us.

## **§ 8 Choice of law, place of fulfilment, jurisdiction**

(5) The German law shall apply with the exclusion of the UN purchasing law.

(6) The place of performance and place of jurisdiction shall be our registered office, insofar as you are an agent, legal entity under public law or a special fund under public law. The same shall apply if you have no general jurisdiction in Germany or the EU.

---

## **II. Customer information**

### **1. Identity of the provider**

mpsmobile GmbH  
Dornierstraße 16  
89231 Neu-Ulm  
Germany  
telephone number: 07352923230  
E-Mail: info@mpsmobile.de

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

The technical steps for forming the contract and the formation of the contract, as well as the scope for correction are carried out as per the stipulation of § 2 of our General Terms and Conditions (part 1).

### **3. Contractual language, saving the text of the contract**

3.1 Contract language shall be English.

3.2 We do not save the full text of the contract. Before sending the order or the request the contract data can be printed out or saved electronically using the print function of the browser

Last updated: 01.01.2022