

General Terms and Conditions

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1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company Lapp Mobility 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 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.

1.3 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 are merely descriptions which allow the Client to submit a binding offer.

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 virtual basket.

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 as receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client, insofar as receipt of goods by the Client is decisive, or
- by requesting the Client to pay after placing his order.

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 attentively reading the information displayed on the screen. Use of 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 take 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 is provided in the Seller's instruction on cancellation.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the product descriptions, prices indicated are total prices

and include the statutory value-added tax. Any possible additional delivery and dispatch costs are specified 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 If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

4.4 If the method of payment "Klarna invoice purchase" or the method of payment "Klarna instalment 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 Klarna's terms and conditions can be viewed here:

<https://lappmobility.lappgroup.com/en/shop-service/shipping-terms-of-payment/>

5) Shipment and Delivery Conditions

5.1 If the Seller offers to ship the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Client unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be 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 from receiving the offered service, unless the Seller has notified the Client for a reasonable time in advance about the service.

5.3 In case the Client is a trader, the risk of accidental destruction and accidental deterioration of the sold goods shall be transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment. In case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client upon delivery of the goods to the Client or to an authorized recipient. Deviating from this, even in case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods is transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment, if the Client has instructed the freight forwarder, carrier or other person or institution designated with the task of performing shipment to carry out the delivery of the goods and if the choice of this person or institution was not previously offered by the Seller.

5.4 If the customer is a consumer resident in Germany or a business, the seller reserves the right to withdraw from the contract in the event of incorrect or improper supply to the seller. However, this applies only if the seller is not responsible for the non-delivery

and has, with due care, entered into a specific covering transaction with the supplier. The seller will make every reasonable effort to obtain the goods. In the event that the goods are unavailable or only partially available, the customer will be informed immediately and the payment will be refunded without delay.

5.5 Personal collection is not possible for logistical reasons.

6) Reservation of Proprietary Rights

If the Client is a consumer, the Seller retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

6.1 If the Client is a trader, the Seller reserves title to the goods delivered until the fulfillment of all claims arising out of the current business relationship.

6.2 If the Client is a trader, he is entitled to resell the reserved goods in the course of regular business operations. All claims resulting from such course of business against a third party shall herewith be assigned in advance to the Seller in the amount of the respective invoice value (including VAT). This assignment of claims shall be valid regardless of whether the reserved goods are processed prior to or after resale or not. The Client remains entitled to collect the claims even after assignment. However, the Seller shall refrain from collecting the claims as long as the Client meets his payment obligations, he is not in default, and no application has been lodged to open insolvency proceedings.

7) Warranty

7.1 Unless otherwise stipulated, the provisions of the statutory liability for defects shall apply. Deviating therefrom, the following shall apply to contracts for the delivery of goods:

7.2 If the Client acts as trader

- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for claims for defects shall be one year from delivery of the goods,
- for used goods, the rights and claims for defects are excluded,
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

7.3 The above-mentioned limitations of liability and shortening of the period of limitation do not apply

- to claims for damages and reimbursement of expenses of the Client,
- if the Seller has fraudulently concealed the defect,
- for goods which have been used in accordance with their customary use for a building and which have caused its defectiveness,
- for any existing obligation of the Seller to provide updates for digital products with

respect to contracts for the supply of goods with digital elements.

7.4 Furthermore, for traders, the statutory limitation periods for any statutory right of recourse that may exist shall remain unaffected.

7.5 If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine the goods and notify the Seller of defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

7.6 If the Client acts as a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

7.7 The Seller shall not be liable for defects in the performance of the telecommunications contract for which the respective service provider is solely responsible. In this respect, the relevant statutory provisions and any deviating contractual conditions of the respective service provider shall apply.

8) Liability

The Seller is liable to the Client for all contractual, quasi-contractual and legal, including tortious claims for damages and reimbursement of expenses as follows:

8.1 The Seller is liable without limitation for any legal reason

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, body or health,
- due to a guarantee promise, unless otherwise regulated in this regard,
- due to mandatory liability such as under the German Product Liability Act (Produkthaftungsgesetz).

8.2 If the Client is a consumer resident in Germany or a business, the following limitations of liability apply:

If the Seller negligently breaches an essential contractual obligation, his liability is limited to the foreseeable damage typical for this type of contract, unless he is liable without limitation in accordance with the preceding clause. Essential contractual obligations are obligations which the contract imposes on the Seller, by virtue of its content, in order to achieve the purpose of the contract; the fulfilment of which is essential for the proper performance of the contract; and on the observance of which the Client may reasonably rely. In all other respects, the Seller's liability is excluded, unless the Seller is liable without limitation in accordance with the preceding clause.

8.3 The above liability provisions also apply with regard to the liability of the Seller for his vicarious agents and legal representatives.

9) Applicable Law

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 applies only 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) 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 appeal to the court which has jurisdiction over the area where the Client's place of business is located.

11) Alternative Dispute Resolution

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