Contract Information

General Terms and Conditions of Business

1. Scope and Provider

1. These General Terms and Conditions of Business apply to all orders placed by you (hereafter referred to as the "Buyer" or "Customer") with the Online Shop of:

   Grube KG
   Hützeler Damm 3
   29646 Bispingen, Deutschland
   Telephone number: +49(0)5194/900
   Telefax number: +49(0)5194/900 27
   E-Mail-Address: info@grube.de
   CEO: Dr Gunther Grube

2. Goods offered in our online shop are intended exclusively for businesses (§ 14 BGB*) and consumers (§ 13 BGB*) who are 16 years of age or older. (*References to paragraphs of the German Civil Code or “Bürgerliches Gesetzbuch” = BGB)
3. Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions which in turn also apply to all future business relations with companies, even if they are not expressly agreed once again. The inclusion of any customer's general terms and conditions that contradict our own general terms and conditions is hereby declared invalid.
4. The language of any contract is exclusively German.
5. These General Terms and Conditions can be read and printed out from the website https://www.grube.de/agb/

2. Conclusion of a Contract

1. The presentation of goods in the online shop does not constitute a binding application for the conclusion of a sales contract with us. Instead, it is a non-binding opportunity to order goods from us through the online shop.
2. By clicking on the website button labelled “Order with liability to pay”, the customer submits with his or her order a binding offer for the conclusion of a sales contract.
3. After we receive the order, the customer will receive an automatically generated e-mail confirming that receipt (confirmation of receipt). That confirmation of receipt does not constitute an acceptance of the purchase offer. A contract has not yet been agreed on by the automatic confirmation of receipt.
4. A purchase contract for the goods shall only be concluded if we expressly declare acceptance or if we dispatch the goods to the customer within five days - without necessarily expressing declaration of acceptance prior to dispatch.

3. Registering as a Customer

1. To place orders potential buyers can register as customers in our online shop free of charge. On registration a permanent customer account is created so future orders can be placed via this customer account without the buyer having to provide information about himself or herself each time. Registration is a prerequisite for placing an order.
2. When registering as a customer and on creation of a customer account, the buyer must provide a valid e-mail address and password as well as appropriate salutation, first and last name, address and telephone number. The e-mail address then serves as the user name and together with the password as login data. The e-mail address is also used for communication with the customer.
3. The customer undertakes that the information provided during registration is accurate and complete. The use of pseudonyms is not permitted. The customer may not register more than once.
4. The customer is obliged to handle his or her registration data carefully. Without exception, customers are prohibited from disclosing registration data to third parties and/or allowing third parties access to any customer account so circumventing the registration process. If a customer should notice indications of any abusive use of his or her customer account by third parties, he or she must inform us immediately.
5. As and when a customer’s personal details change, he or she is responsible for updating them himself or herself. Customers can make such changes online once registered with a customer account.
6. Customers can have their registration deleted at any time by notifying us to that effect. With such a deletion the customer account and all personal data connected with it are irrevocably removed. This shall apply insofar as there are no statutory storage obligations or that the information is still required to process of outstanding orders.
7. We are entitled at any time to discontinue the registration process and creation of a customer account via our online shop. In such a case, the buyer will be informed about the intended termination immediately and his or her customer account with all connected data will be irrevocably deleted.

4. Conditions of Payment and in Event of Default

1. The method payment of the purchase price may be chosen from one of the following:
   - Cash in advance
   - Credit cards (Visa and Mastercard)
   - Cash on deliver
   - PayPal
   - Direct Debit
   - Hire purchase or purchase by instalment using easyCredit
   - Payment against invoice

2. When selecting cash in advance as the method of payment, we will inform the customer of our bank details in the order confirmation. The invoice amount must be transferred to our account within 7 days of receipt of that order confirmation.
3. When using a credit card as the method of payment, the credit card account will be debited at the time of the order.
4. In the case of payment against invoice, the invoiced amount must be paid within 10 days to the account specified on the invoice, using both customer and invoice number. We reserve the right to check customers' creditworthiness. Should payment against invoice prove impossible due to insufficient creditworthiness, we reserve the right to offer an alternative method of payment.
5. For orders valued between 200 and 3,600 EUR, we offer customers the possibility of hire purchase or purchase by instalment with the support of TeamBank AG, Nuremberg, Beuthener Straße 25, 90471 Nuremberg (hereinafter referred to as TeamBank AG). For this purpose, we reserve the right to check customers' creditworthiness. For such hire purchase or purchases by instalment, easyCredit's supplementary general terms and conditions apply: https://www.easycredit-ratenkauf.de/download/rk_ergaenzende_AGB_zum_ratenkauf_by-easycredit_2.0.pdf.
6. When using PayPal as the method of payment, the customer will be redirected to the PayPal website during the ordering process. In order to be able to pay the invoiced amount via PayPal, the customer must first be registered there, authenticate with his or her access data and confirm the payment order to us. After the order has been placed in the online-shop, we will request PayPal to initiate the payment transaction. The payment transaction will be carried out automatically by PayPal immediately afterwards. The purchase price will be collected from the specified PayPal account at the time of the order.
7. When paying by direct debit, a customer's account will be debited when the goods have left our warehouse.
8. Customers will receive a 2% discount if the method of payment chosen is cash in advance or direct debit. This offer of discount does not apply to books, software or gift vouchers.
9. Customers are required to ensure that information about payment details held on their customer account remains current.
10. For each reminder letter sent to a customer after default has occurred, a reminder fee of at least 5.00 EUR shall be charged, unless the customer can prove lower damage.
11. Should the defaulting customer be a business, Paragraph 14 of the German Civil Code applies (§ 14 BGB), requiring the statutory payment of default interest amounting to 9 percentage points above base rate. In addition, there is a claim to payment of a lump sum of 40 EUR.

5. Prices and Shipping Costs

Prices quoted in the online shop include statutory sales tax as well as other price components but do not include respective shipping costs. Current shipping costs, surcharges for express deliveries and the dispatch of ammunition (within Germany only) can be viewed at https://www.grube.de/lieferung/

6. Terms of Delivery, Express Shipping

1. Unless otherwise agreed, goods will be delivered from our warehouse to the address indicated by the customer. If delivery is made by a forwarding agent, it will made to the main entrance unless otherwise agreed in individual cases.

2. If you are a business within the meaning of Paragraph 14 of the German Civil Code (§ 14 BGB), the risk of accidental loss or accidental deterioration of goods ordered shall pass to you as soon as we have delivered them (the goods) to the freight forwarder, the carrier or any other person or institution designated to carry out the shipment. If the customer is a consumer, the transfer of risk shall not take place until the goods have been handed over to him or her.

3. Unless otherwise agreed, delivery will take place within ten working days of order confirmation. Reference is made to the possibility of shorter or other deviations in delivery times on the respective product page or in the order process.

4. Should the products ordered not all be in stock, we are entitled to make partial deliveries, as far as that be agreeable to the customer. Any deadlines (for returns) shall not commence until receipt of the last partial delivery.

5. The delivery of goods ordered is subject to their availability. If the goods are not available at the time of order, the customer will receive notification of the expected delivery date as we note the order. As soon as the goods are in stock, they will be dispatched to the customer without further notice. In the event of non-availability, in particular when a limited stock of goods marked as such has been exhausted, we will inform the customer. Payments already made will then be refunded immediately.

6. If you place an order in our online shop before 14:00 (2 pm) and select "express delivery as the mode of dispatch, we will deliver (in Germany) on the next working day, with the exception of Saturdays. Exceptions are deliveries to the German islands, goods or substances marked as hazardous, ammunition and shipments weighing more than 31.5 kg. Ammunition can only be delivered to addresses within Germany. International deliveries will depend on the respective carrier.

7. Purchase, Delivery and Return of Ammunition

Ammunition requiring a purchase certificate is only sold on presentation of valid purchase authorisation. Delivery is made with Overnite and only to addresses within Germany. Please contact us before returning any ammunition (only full original packs). We will then send you a return delivery note. Ammunition cannot be delivered to international addresses.

8. Cancellations Policy

1. If you are a private consumer within the meaning of Paragraph 13 of the German Civil Code (§ 13 BGB), that is you are making the purchase for purposes which cannot predominantly be attributed to your commercial nor your self-employed professional activity, you have a right to cancellation in accordance with the following provisions:

a. For delivery to and cancellation from a German address you have the following rights:

Right of Cancellation or Withdrawal

You have the right to cancel or withdraw from the respective contract within fourteen days without having to give reasons. The revocation period will be fourteen days from the day on which you or a third party named by you who is not the carrier, have taken possession of the final delivery of goods. In order to exercise your right of cancellation, you must inform us at;

Grube KG
Hützeler Damm 38
29646 Bispingen, Deutschland

info@grube.de
Tel.: +49(0)5194/900 0
Fax: +49(0)5194/900 270

by means of an unequivocal statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel the respective contract. The sample cancellation form attached can be used but it is not mandatory.
In order to comply within the cancellation period, it is sufficient for you to send the notification exercising the right of cancellation before the expiry of the 14-day period.

Outcomes following Cancellation

a. If you cancel the respective contract, we shall repay to you all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than standard delivery), immediately and no later than fourteen days from the date we receive notice of your cancellation. Such a refund will be made using the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you and in no event will you be charged for such refund. We may refuse to refund until we have received the goods back or until you have provided evidence that you have dispatched the goods to be returned, whichever is earlier. You should return or deliver the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the cancellation of the respective contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the period of fourteen days. We shall bear the costs of returning the goods. You shall only be liable for any loss in value of the goods if such loss in value is due to your handling of the goods in a way which was not necessary for testing their condition, properties and functionality.

b. For delivery to and cancellation from addresses outside Germany you have the following rights:

Right of Cancellation or Withdrawal

You have the right to cancel or withdraw from the respective contract within fourteen days without having to give reasons. The revocation period will be fourteen days from the day on which you or a third party named by you who is not the carrier, have taken possession of the final delivery of goods. In order to exercise your right of cancellation, you must inform us at;

Grube KG Forstgerätestelle
Hützeler Damm 38 29646 Bispingen, Deutschland
info@grube.de
Tel.: +49(0)5194/900 0
Fax: +49(0)5194/900 270

by means of an unequivocal statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel the respective contract. The sample cancellation form attached can be used but it is not mandatory.
In order to comply within the cancellation period, it is sufficient that you send the notification exercising the right of cancellation before the expiry of the 14-day period.

Outcomes following Cancellation

If you cancel the respective contract, we shall repay to you all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than standard delivery), immediately and no later than fourteen days from the date we receive notice of your cancellation. Such a refund will be made using the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you and in no event will you be charged for such refund. We may refuse to refund until we have received the goods back or until you have provided evidence that you have dispatched the goods to be returned, whichever is earlier. You should return or deliver the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the cancellation of the respective contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the period of fourteen days. You are responsible for the costs of returning the goods. You shall only be liable for any loss in value of the goods if such loss in value is due to your handling of the goods in a way which was not necessary for testing their condition, properties and functionality.

Sample Cancellation Form

Should you wish to cancel or withdraw from the respective contract, please fill this form out and return it to us at:

Grube KG Forstgerätestelle
Hützeler Damm 38
29646 Bispingen, Deutschland

E-Mail: info@grube.de
Tel.: +49(0)5194/900 0
Fax: +49(0)5194/900 270

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*):

Ordered on (*)/received on (*):

Customer’s Name:

Customer’s Address:

Customer’s signature (only necessary on a letter sent by post)

Date

(*) Delete if not applicable.

End of Cancellations Policy.

1. The right of cancellation or withdrawal does not apply to the delivery of goods which have not been prefabricated and whose manufacture has been decided by individual selection or instruction from the customer. The same applies to the delivery of sealed goods which are not suitable for return for health or hygiene reasons if their seal has been removed after delivery. That is also the case for sound and video recordings or computer software.
2. Please avoid damage and contamination. Please return the goods to us in the original packaging with all accessories and packaging components. If necessary, use extra protective outer packaging. If you no longer have the original packaging, please use other suitable packaging to provide adequate protection against damage in transit and so avoid claims for damage due to inadequate packaging.
3. Please call us on +49 (0) 51 94 / 90 02 80 before returning the goods. In this way you enable us to assign the products as quickly as possible.

4. Please note that the arrangements mentioned in Paragraphs 2 and 3 above are not a prerequisite for the effective exercise of the right of cancellation or withdrawal.

9. Damage in Transit

1. If goods are delivered with obvious damage as a result of transit, we request the customer immediately complains to the carrier and contacts us as quickly as possible.
2. Failure to make such a complaint or contact us has no consequence on the customer's legal rights. However, customers can help us to assert our own claims against the carrier or transport insurance.

10. Compensation, Right of Retention

1. The customer shall be entitled to the right of compensation only if his or her counterclaim has been legally established, is not disputed or is acknowledged by us or the claim is in a mutual relationship to our claim.
2. The buyer can only exercise the right of retention if the counterclaim is based on the same contractual relationship.

11. Retention of Title

1. The goods shall remain our property until the purchase price has been paid in full.
2. If the customer is a business as set out in Paragraph 14 of the German Civil Code (§ 14 BGB) the following also applies:
   - We retain title to the goods until all claims arising from the current business relationship have been settled in full. Before transfer of ownership of reserved goods, the pledging or transfer of ownership by way of collateral is not permitted.
   - The customer may resell the goods in the ordinary course of business. In this case, he or she hereby assigns to us all claims on the value of the invoice arising from the resale. We accept the transfer only if the customer is authorised to collect the claims. Insofar as any customer does not properly meet his or her payment obligations, we reserve the right to collect claims ourselves.
   - If reserved goods are combined and mixed, we shall acquire co-ownership of the resulting new item(s) in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.
   - We undertake to release guarantees to which we are entitled upon request and to the extent that the realisable value of our guarantees exceeds claims to be secured by more than 10%. The choice of the guarantees to be released is made by us.

12. Warranties and Guarantees

Unless expressly agreed otherwise, customers' warranty claims shall be determined in accordance with the statutory provisions of Germany's Sales Law (Paragraphs 433 et seq. of the German Civil Code - §§ 433 ff. BGB).

If the customer is a business as set out in Paragraph 14 of the German Civil Code (§ 14 BGB) the legal regulations apply with the following modifications

For the quality and condition of the goods, only our own information and the manufacturer's product description are binding, not public praise, reviews and other advertising by the manufacturer.

- The customer is obliged to examine the goods immediately and with due care for discrepancies in quality and quantity and to notify us of obvious defects within 7 days of receipt of the goods. Timely dispatch is sufficient to meet this deadline. This shall also apply to hidden defects discovered at a later date. The right to assert warranty claims is denied in the event of violating this obligation to inspect and give notice of defects.
- In the event of defects, we shall, at our discretion, fulfil the warranty by repair or replacement (supplementary performance). In the event of repair, we do not have to bear increased costs arising from the transport of the goods to a location other than the place of discharge, unless the transport corresponds to the intended use of the goods.
- If the supplementary performance fails twice, the customer may, at his or her discretion, demand a reduction in price or withdraw from the contract.
- The warranty period is one year from the goods' delivery date.

For reasons of hygiene, particularly when dealing with clothing and shoes, we can only accept and process goods returned as a result of a complaint, if they are in a clean and verifiable condition. Our return and exchange regulations must be observed. If you have any questions about any returns, we will be happy to help you.

13. Liability

1. Unlimited liability: we accept unlimited liability for acts of intent and gross negligence as well as in compliance with the German Product Liability Act. In the event of culpable negligence, we shall be liable for damages resulting from injury to life, limb and people's health.
2. In addition, the following limitations to liability shall apply: in the event of minor negligence, we will only be liable in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and the observance of which you would regularly rely on (cardinal obligation). Liability for minor negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must be those typically expected. This limitation of liability shall also apply in favour of our vicarious agents.

14. Changes to General Terms and Conditions of Business

1. Changes or additions to these terms and conditions that affect existing registered customers' accounts, in particular changes or additions to Section 3 of these terms and conditions, shall only be made insofar as required due to legal or functional adjustments to our online shop, e.g. technical changes or adjustments in the registration process or in the administration of the customer account.
2. Amendments or supplements pursuant to Paragraph 1 shall be notified to customers by e-mail no later than four weeks before they take effect but without the amended or supplemented terms and conditions being sent in detail or the new version of the terms and

conditions as a whole. Notification of the amendments or supplements made shall suffice. In the announcement we will provide a link where the new version of the terms and conditions can be viewed in its entirety.

3. If the customer does not object to the change or amendment pursuant to Paragraph 1 within 14 days of the announcement of the change or amendment, this shall be deemed as consent to the change or amendment. We will refer to this separately in the announcement.

15. 14.Storage of the Contract Text

Orders and data entered with the orders will be stored with us. We will send an order confirmation with all appropriate details to the e-mail address provided by the customer. In addition, customers can view the orders they have placed in the online shop, together with all the data entered with those orders in their personal customer account at any time. Customers also have the opportunity of printing out these General Terms and Conditions of Business as well as their order(s) together with all data entered during the ordering process.

16. Final Provisions and Law Applicable

1. Should one or more provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.
2. If the customer is a merchant, a legal entity under public law or a special entity under public law or if the customer is not resident in Germany, Bispingen shall be the exclusive place of jurisdiction for both parties.
3. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. In the case of individual consumers, this choice of law shall only apply insofar as protection granted by mandatory provisions in the laws of the state in which the consumer has his habitual residence is not withdrawn.
4. Please note that we are not obliged to participate in any dispute resolution procedure with consumer arbitration bodies in accordance with the Act on Alternative Dispute Resolution in Consumer Matters.

Bispingen, November 2018

This is an accurate translation of Grube's original German General Terms and Conditions of Business (Allgemeine Geschäftsbedingungen) but has no legal standing and in no way replaces the original document.

Cancellation policy

The Right to Cancel or Revoke

A consumer is anyone who enters into a legal transaction (contract) for purposes which cannot be attributed primarily to their employed or self-employed commercial activity..

The right to cancel or revoke

As a consumer, you have the right to cancel a contract within a period of fourteen days without having to give any reason(s). The period of cancellation / revocation is fourteen days from the date on which you or any third party you designate, which is not the carrier, has accepted receipt of the product. In order to exercise your right of cancellation / revocation, you must contact us (Grube KG Forstgerätestelle, Hützelerdamm 38, 29646 Bispingen, phone: +49 (0) 5194/9000, fax: +49 (0) 5194/900270, e-mail address: info@Grube.de) and make a clear declaration (e.g. in a letter sent by mail, fax or e-mail) about your decision to revoke the contract. You can, but do not have to use the sample return form enclosed with the product. You can also fill out and submit the return form or make any other clear statement electronically on our website - http://widerruf.grube.de . If you do use this option, we will immediately send you an e-mail confirmation of the receipt of that revocation. In order to maintain the revocation period, it is sufficient that you send us notification of you exercising your right to revoke / cancel the contract before the end of the revocation period.

Consequences of Cancellation / Revocation

If you cancel the contract, we will repay you all the payments we have received from you, including delivery charges, within a period of fourteen days from the date on which the notice of revocation was received by us. (Except where there have been additional costs resulting from you having chosen a different type of delivery than the most favourable standard delivery offered by us.) For such repayment, we use the same method of payment you used in the original transaction, unless you have expressly agreed otherwise. In no case will you be charged for these repayment charges. We may refuse repayment until we have recovered the goods or until you have proved that you have returned the goods, whichever is earlier. You should return the goods to us immediately but in no case no later than fourteen days from the date on which you informed us that you were revoking the contract. The deadline is met when you send the goods before the end of the 14 days. We bear the cost of returning the goods. There would only be liability for loss in value of the goods, if that loss in value were attributable to handling, which was not necessary for the purpose of checking the quality, characteristics and function of the goods.

Exclusion or premature termination of the right of revocations

The right to revoke or cancel does not apply to long distance transactions

- for the supply of goods which are not prefabricated and whose manufacture has been based on an individual selection or stipulation by the consumer or which are clearly tailored to the personal needs of the consumer.
- for the delivery of goods that are likely to spoil or whose expiry date would be quickly exceeded.

The right to revoke or cancel expires early in the case of contracts

- delivering sealed products which are not suitable for return on grounds of health or hygiene when the seal has been removed after delivery.
- supplying goods which once delivered and due to their nature, become inseparably mixed with other goods.
- delivering sound or video recordings or computer software in a sealed package if the seal has been removed after delivery.

LEGAL GUARANTEE

Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- do not match the description;
- do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- **free repair** or **free replacement;**
- in some cases, a **price reduction** or **full reimbursement**.

Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.

europa.eu/youreurope/guarantees

What to do
if you receive non-conforming goods:

1. Contact the seller as soon as possible to report the issue;
2. Provide proof of purchase, such as a receipt, invoice, or bank statement.

GARAN

Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.