

General terms and conditions

1. Scope

1.1 The following General Terms and Conditions (GTC) in their version valid at the time of ordering shall apply for all business relations between us (reichelt elektronik GmbH) and you as the purchaser, irrespective of whether you are a consumer within the meaning of Sec. 13 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB), an entrepreneur within the meaning of Sec. 14 BGB or a merchant according to the German Commercial Code (*Handelsgesetzbuch*, HGB). You can find the latest version of the GTC online at <https://www.reichelt.com/gtc>, or we can send them to you upon request.

1.2 We do not recognise or accept any conditions of purchase on the part of the purchaser that are contrary or supplementary to our GTC or deviate from our GTC.

2. Conclusion of the agreement

2.1 The product presentations in the online shop and in the catalogue do not constitute a legally binding offer for the conclusion of a purchase agreement. Instead, this is a non-binding invitation to submit offers for the conclusion of an agreement. We reserve the right to make corrections and alterations to the product presentations. Product images are for illustrative purposes only and may differ slightly from the products supplied (particularly in the colour, size, dimensions, etc.).

2.2 To conclude a purchase agreement in the online shop, first put items into your shopping cart via the product description or by entering item numbers. Then enter the data required for the order or your customer number, which you can check in the order overview and correct in the entry fields or by changing the entry in your browser. By clicking on the "Buy Now" button, you accept the GTC and submit a binding offer to buy the products contained in the shopping cart. Immediately after the purchase offer has been submitted, you will receive an automatically generated email confirming that we have received your order (order acknowledgement). This order acknowledgement does not constitute an acceptance of your purchase offer. An agreement is not concluded by the order acknowledgement alone.

2.3 You can also submit your binding offer by phone, fax, email, post or by using the online contact form.

2.4 Orders issued multiple times—for whatever reason—must be clearly indicated as such, or else the services will be rendered repeatedly. In such cases, no costs will be borne by us.

2.5 We may accept your offer within five days by sending you an order confirmation, by delivering the ordered goods to you or by asking you to pay after the order has been placed. You are bound by your offer for this period, whereby any legal right of withdrawal that you have according to section 5 of these GTC shall remain unaffected.

2.6 As a rule, it is possible for orders to be accepted from and deliveries to be made to the countries which are currently options in the country selection of our online shop, if no legal regulations prevent this. If you wish to have a delivery made to another country, we will do our best to help you.

2.7 The agreement language is German. For the purposes of concluding an agreement, in addition to German, English, French, Polish, Dutch, Italian and Spanish are also available in the online shop.

2.8. The contents of the agreement are derived from the order acknowledgement or confirmation. The contents of the agreement are stored by us and cannot be viewed again.

2.9 If you are an entrepreneur, we reserve the right to a prior sale.

3. Prices

3.1 The current prices in the online shop at the time of the order will apply to the delivery. The prices shown in the catalogue or in the online shop with private customer status include the statutory VAT. In the event of any increases in VAT we are obliged to factor in the VAT at the time the service is rendered. For deliveries to customers in some European countries, reichelt is obliged to charge the country-specific VAT rate. The VAT rates included in the prices shown in the online shop correspond to those of the country selected for the shop, as required by law.

3.2 All prices are subject to additional shipping costs. The shipping costs are determined and displayed in the online shop depending on the weight of the packages and the destination country. The shipping costs for each country and weight are listed online at: <https://www.reichelt.com/shippingcosts>.

3.3 For deliveries and returns, such as in accordance with Section 5, additional costs may be incurred in some cases for countries outside the European Union — we accept no responsibility for these costs and they must be borne by you (e.g. customs duties).

3.4 Special offers in our shop may be limited in time or in quantity. Details are provided in the offer description.

4. Terms of payment

4.1 Payment methods:

The payment options for each country can be viewed online at: <https://www.reichelt.com/paymentmethods>. Additional terms of payment and use may apply for each of the payment service providers.

4.2 If we have granted you the possibility of payment on invoice, our invoices are payable immediately and without deductions, subject to any other agreements.

4.3 You are not entitled to offset your claims against our claims unless your counterclaims are legally established or undisputed. You are also entitled to offset your claims against our claims if you assert complaints about defects or counterclaims from the same purchase agreement.

4.4 You may only exercise a right of retention if your counterclaim arises from the same purchase agreement.

5. Consumer's right of cancellation

5.1 Consumers are entitled to a legal right of cancellation.

5.2 Cancellation policy

Right of cancellation

You have the right to cancel this agreement within fourteen days without giving any reasons.

The cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, have taken possession of the last goods.

In order to exercise your right of cancellation, you must provide us (reichelt elektronik GmbH, Elektronikring 1, 26452 Sande, Germany, fax: +49 (0)4422-955-211, tel.: +49 (0)4422 955-421, email: cancellation@reichelt.com) with a clear declaration (such as a posted letter, a fax or an email) that you have decided to cancel this agreement. You can use the attached cancellation form template, although this is not mandatory.

In order to maintain the cancellation period, it is sufficient for you to send the notice that you are exercising your right to cancel before the expiry of the cancellation period.

Consequences of cancellation

If you cancel this agreement, we are obliged to refund all payments that we have received from you, including delivery costs (but excluding any additional costs resulting from you selecting a type of delivery other than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the date on which we receive your notification of the cancellation of this agreement. For this refund we will use the same method of payment that you used for the original transaction, unless a different method is explicitly agreed with you. In no case will you incur any fees as a result of this refund.

We may refuse this refund until we receive the returned goods or until you have provided evidence that you have returned the goods, whichever of these occurs first. You must return or hand over the goods immediately and in all cases at the latest within fourteen days from the date on which you informed us of the cancellation of this agreement. This period is maintained as long as you send the goods prior to the end of the fourteen day period.

You are responsible for the immediate costs of returning the goods.

You must only pay for any loss of value of the goods if such loss of value is the result of handling other than what is necessary to determine the suitability, characteristics and function of the goods.

Financed transactions

If you finance this agreement with a loan and later cancel it, you will no longer be bound by the loan agreement if both agreements form a single commercial transaction. In particular, this can be assumed if we are simultaneously your lender or if your lender relies on our cooperation to finance it. If the loan has already been received by us when the cancellation takes effect, your lender will be subject to the rights and obligations relating to you that arise from the financed agreement with regard to the legal consequences of the cancellation.

Cancellation form template

(If you would like to cancel the agreement, please fill out this form and return it.)

a) To reichelt elektronik GmbH, Elektronikring 1, 26452 Sande, Germany, fax: +49 (0)4422-955-211, email: cancellation@reichelt.com

(B) I/we (*) hereby cancel the agreement concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

(c) Ordered on (*)/received on (*)

(d) Name of the consumer(s)

(d) Address of the consumer(s)

(f) Signature of the consumer(s) (only for hard-copy notifications)

g) Date _____

(*) Delete as applicable.

Please use our reichelt cancellation form to submit your cancellation: <https://www.reichelt.com/cancellation-download/>

5.3 The right of cancellation does not apply for contracts that:

(a) are for the delivery of goods that are not pre-fabricated and for which production relies on an individual choice or determination made by the consumer or that are clearly tailored to the personal needs of the consumer.

b) are for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded.

5.4 The right of cancellation expires prematurely for contracts that:

(a) are for the delivery of sealed goods which, for reasons of health protection or hygiene, are not suitable for return if their seal has been removed.

(b) are for the delivery of goods if, after delivery, these goods were mixed with other goods and cannot be separated again due to the nature of the goods.

c) are for the delivery of sound or video recordings or computer software in a sealed package if the seal was removed after delivery.

6. Terms of delivery and ability to supply goods

6.1 We are entitled to make partial deliveries if this is reasonable for you. If we make partial deliveries without you asking us to do so, we will not charge another transport fee for these additional deliveries.

6.2 The delivery period shall be approximately five working days unless otherwise agreed. The delivery period begins with the conclusion of the agreement or, in the event advance payment has been agreed upon, once the amount has been credited to us (purchase price plus VAT and shipping costs). We will inform you immediately of any delays with the delivery. In the case of a consignment purchase, we are only obliged to ensure the timely, proper delivery of the goods to the carrier and are not responsible for delays caused by the carrier. The legal transfer of risk at the time of dispatch remains unaffected by this provision.

6.3 The delivery is subject to availability of supplies and raw materials. We will not accept liability for any delay in delivery or even failure to deliver if we have already concluded a corresponding hedging transaction with our reliable suppliers at the time of the order and we have not been supplied with the goods through no fault of our own. In this case, we will inform you immediately and we will have the right to

cancel the contract. Upon declaring the cancellation, we will undertake to immediately refund you for any consideration received from you.

6.4 If you are a consumer, please examine the goods immediately after receipt for any damage that has occurred during transit and report it to the delivery service and to us. This examination and report is essential for us to assert our claims against the delivery service. Nevertheless, failure to do so will not affect your warranty rights.

7. Retention of title

7.1 The goods will remain our property until payment has been made in full.

7.2 As an entrepreneur, you are entitled to resell the goods as part of ordinary business operations. In this case, you assign to us any receivables arising from the resale against the recipients of your services. You are entitled to collect these receivables (extended retention of title) until we revoke this right.

7.3 If you are an entrepreneur, our retention of title will also extend to goods delivered under retention of title (reserved goods) of other purchase agreements arising from the business relationship until all receivables have been paid (extended retention of title).

7.4 If the value of the reserved goods and/or assigned receivables exceeds the value of the secured purchase price receivables by more than 20%, you will be entitled to request from us the release of reserved goods or the release of receivables up to this value limit. We are entitled to determine which goods or receivables to release.

8. Terms of use and intellectual property

8.1 In many cases, the manufacturer's terms of use go beyond our terms and conditions for certain items (e.g. software). By opening sealed packaging or putting a product into use, you accept these terms and conditions and are liable for any resulting damage in the event of an infringement.

8.2 Product names, logos and illustrations may be the property of third parties and must not be used without permission.

9. Warranty

9.1 Consumers are entitled to statutory warranty claims.

9.2 If you are an entrepreneur, we will, at our discretion, provide subsequent fulfilment in the event of a defect through a replacement delivery or rectification. We are entitled to make the subsequent fulfilment conditional on your payment of the purchase price due. However, you are entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

9.3 If you are an entrepreneur, the warranty period within which defects in quality and title must be reported in order to substantiate our liability is one year from the delivery of the goods. This limitation does not apply to claims for damages according to the German Product Liability Act (*Produkthaftungsgesetz*), due to maliciously concealed defects, for quality guarantees, arising from injury to life, body or health or arising from deliberate or grossly negligent breaches of duty by us or our vicarious agents, each of which are time-barred according to the statutory regulations.

10. Liability

10.1 Claims for damages asserted by the customer are excluded. This does not include claims for damages asserted by the customer arising from injury to life, body or health or arising from the violation of essential contractual obligations (cardinal duties) or liability for other damages which are based on a deliberate or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Cardinal duties are those whose fulfilment is essential for the proper execution of the agreement and on compliance with which the contractual partner regularly relies and can rely.

10.2 In the event of a breach of cardinal duties, the provider will only be liable for the foreseeable damage typical for the agreement if it was caused by simple negligence — unless claims for damages asserted by the customer arising from an injury to life, body or health are involved.

10.3 The restrictions of Sections 1 and 2 also apply for the benefit of the legal representatives and vicarious agents of the provider if claims are made directly against them.

10.4 The limitations of liability arising from Sections 1 and 2 do not apply if we have maliciously concealed the defect or have assumed a guarantee for the quality of the product. The same applies if we have reached an agreement with you on the quality of the product. The provisions of the German Product Liability Act shall also remain unaffected.

11. Export controls, embargo provisions

Certain products of US origin that we distribute may be subject to US, European and German export restrictions. As the purchaser, you undertake to comply with all applicable export conditions, restrictions and regulations of the US, of Germany and/or of administrative bodies or authorities in other countries. Moreover, you agree not to deliver these products directly or indirectly to countries subject to a trade embargo or to companies and persons listed in the US Denied Persons List or similar lists. You are required by law to inform all recipients of these products of the need to comply with these laws and regulations.

12. Applicable law, place of jurisdiction and settlement of consumer disputes

12.1 If you are an entrepreneur, the place of fulfilment for all services owed by both parties as set out in the agreement is Sande.

12.2 German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. For consumers, this provision applies subject to the mandatory statutory provisions of the country in which you are ordinarily resident and from where you have entered into the agreement. This choice of law does not apply in relation to the right of cancellation referred to in Section 5 for consumers who do not belong to a Member State of the European Union at the time of conclusion of the agreement and whose sole residence and delivery address are outside the European Union at the time of conclusion of the agreement.

12.3 If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for any disputes arising from the business relationship between us is Sande. We are also entitled to sue at the location of your

registered offices. This provision does not affect mandatory statutory provisions governing exclusive jurisdictions.

12.4 The EU Commission provides consumers with a platform for out-of-court dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr/>. We are neither willing nor obliged to participate in a consumer dispute resolution process. In the event of any differences of opinion arising from our agreement with you as the purchaser, however, it will always be our aim to resolve them directly with you, quickly and amicably. We offer an in-house arbitration solution for this purpose — please contact us at consumerarbitration@reichelt.com.

12.5 Should individual provisions of these GTC be completely or partially legally ineffective, the validity of these GTC shall not be affected by this in any other respect.

Address for service:

reichelt elektronik GmbH
Elektronikring 1
26452 Sande
Germany

Commercial register number: HRB 219874

Register court: local court of Oldenburg

Managing director: Ulf Timmermann

VAT number: DE 259817039

WEEE number: DE 58715331

The latest collection and utilisation rates for old electrical appliances as determined by the Federal Ministry for the Environment, Nature Conservation and Nuclear Safety are available at the following link:

[https://www.bmu.de/themen/wasser-abfall-](https://www.bmu.de/themen/wasser-abfall-boden/abfallwirtschaft/statistiken/elektro-und-elektronikaltgeraete/)

[boden/abfallwirtschaft/statistiken/elektro-und-elektronikaltgeraete/](https://www.bmu.de/themen/wasser-abfall-boden/abfallwirtschaft/statistiken/elektro-und-elektronikaltgeraete/)

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Email: info@reichelt.com

Information about the processing of your personal data can be found at the following link: <https://www.reichelt.com/dataprotection>