

General Terms and Conditions (GTC)

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These are the General Terms and Conditions (GTC) of:

reuter europe GmbH
Textilstraße 2
41751 Viersen / Germany

Tel.: +49 2161 / 9020 - 0
Fax: +49 2161 / 9020 - 297
E-mail: info@reuter.de

Mönchengladbach Local Court,
HRB 13197
Turnover Tax ID No.: DE 265 099 456

Managing Director: Bernd Reuter

§ 1 General information

1.1 reuter europe GmbH (hereinafter referred to as "Reuter") offers in particular home furnishings and domestic technology through its online shop under the domains www.reuter.de, and www.reuter-shop.com. With the exception of display articles, the goods are all new.

1.2 These GTC apply for the entire business relationship between "Reuter" and the customer.

1.3 Customers as defined in these conditions of sale are consumers as well as entrepreneurs.

1.3.1 A consumer is a natural person with whom business relations have been entered into and who acts for a purpose which can neither be attributed to their commercial nor to their independent self-employed activities.

1.3.2 Entrepreneur as defined in these GTC is a natural person or legal entity or partnership with legal capacity with whom business relations have been entered into and who acts in their commercial or their independent self-employed capacity.

§ 2 Option to save and view contract texts

2.1 The GTC can be viewed in the online shop on the detail page "GTC" at all times, the link "GTC" can be found at the bottom of the online shop. There is an option to save or print the GTC.

There are two saving options available:

A) By using the function in the internet browser, usually found under "File" and then in the dropdown menu, "Save As".

B) On the top upper part of the detail page GTC the word "save" and the relevant symbol can be found. By clicking on the word or symbol, a PDF document will open, this can be saved. To open the document, the free program Adobe Reader (found under www.adobe.de) or an equivalent program which can open a PDF will be required.

The following option is available to print the document:

On the top upper part of the detail page GTC the word "print" and the relevant symbol can be found. By clicking on the word or symbol the printing process will start.

2.2 Additionally there is the option to archive the data of your own order in two ways:

A) In the third ordering step "Review & checkout" in our online shop with the help of the browser function, the data of the order and our GTC can be saved or printed. Additionally the GTC can be printed via the directly integrated "print" function.

B) After successfully completing the order, an automatic order confirmation is sent to the given e-mail address. This e-mail confirmation confirms the receipt of your online order and contains all the data of the referred order again. This e-mail can be printed or saved via the e-mail program.

§ 3 Conclusion of a contract

3.1 The products and services listed within the online shop do not represent binding offers by "Reuter". On the contrary, the offers represent requests to the customer to submit a binding offer to "Reuter".

3.1.1 Pictures of products as well as drawings or illustrations are only to be understood as approximate product descriptions. The information in the acknowledgement of order is authoritative for the product characteristics.

3.1.2 The products listed within the online shop, in particular electronic components and equipment, meet the requirements of the German market (voltage 230 volts; connections according to German standards).

3.2 With the order - whether by telephone, written or electronic - the customer firmly submits his contract offer. "Reuter" shall confirm receipt of this order in the Internet vis-à-vis the customer without delay. To this extent, however, this does not represent acceptance of the order; this may, however, be combined with the declaration of acceptance.

3.3 "Reuter" is entitled to accept the contract offer of the customer within three working days of receipt of said offer. Acceptance may be declared either by explicit notification or by delivery of the goods.

3.4 "Reuter" accepts no procurement risk and reserves the right to release itself from its obligation to fulfil the contract in the event that "Reuter" should not be supplied correctly or properly by outside suppliers. This is without prejudice to the liability of "Reuter" for intent or negligence in accordance with the liability provisions of § 13 of these GTC. In the event of the non-availability or only partial availability of the goods or services, "Reuter" shall inform the customer without delay; in the event of withdrawal, the counter-performance shall be refunded to the customer without delay.

3.5 "Reuter" ships products solely to customers in those countries which are expressly designated as countries of delivery in the "Reuter" online shop. Buyers from countries not specified in the "Reuter" online shop can purchase products solely as "self-collectors" who collect the products personally at the issue point provided by "Reuter".

3.6 The following special regulations apply to contracts with customers purchasing from abroad:

3.6.1 Whenever customers from countries other than Germany purchase products from "Reuter" and collect the merchandise as "self-collectors" from the issue points provided by "Reuter", "Reuter" will bill them for the value-added tax as required by German law. "Reuter" will reimburse this value-added tax solely for the countries of delivery specified in the "Reuter" online shop. This provision also applies in the event that a customer from a foreign country of delivery contracts a third party (e.g. freight carrier) to collect the products at the "Reuter" issue point.

3.6.2 If a customer from a non-EU country makes a purchase at "Reuter" and requests shipment to a shipping address within the EU, "Reuter" will itemise and collect the value-added tax applicable for this EU country of delivery. Thus the purchase process is completed with regard to value-added tax. If the customer then, i.e. after the purchase process has been completed, exports the products to a third country not in the EU, "Reuter" will not reimburse the value-added tax originally levied.

3.6.3 If members of the NATO military forces stationed in Germany conclude purchase contracts with "Reuter", these purchase contracts will be processed in the same way as purchase contracts with German customers and delivery within Germany. Specifically, the value-added tax applicable pursuant to German law will be levied.

3.6.4 "Reuter" will not provide the customs number assigned to "Reuter" to customers who wish to export products purchased at "Reuter" to third-party countries.

3.6.5 If customers from countries not expressly designated as countries of delivery in the "Reuter" online shop purchase products from "Reuter" and if the products are exported to countries not expressly designated as countries of delivery (especially for self-collectors), the following special provisions apply with respect to liability and warranty of "Reuter": The warranty (damage compensation, rescission, reduction of purchase price) as well as warranty claims are excluded if and when the customer does not return the products exported to another country to "Reuter" in Germany. The products must be returned to the self-collection point of "Reuter" for this purpose.

3.7 All products we sell only in customary quantities. This applies both to the order of a product in a single order as well as for multiple orders of the same product, which are delivered in close temporal association.

§ 4 Installation service

4.1 „Reuter“ offers **only then** a measurement- and installation service for products ordered from „Reuter“ if the respective product description in the Reuter Shop says so. Precondition of this service is the availability of a third-party service provider in the area requested by the customer and the placement of an order in the Reuter Shop.

4.2 Upon "Reuter's" receipt of the payment the third-party service provider will contact the customer to (i) schedule and conduct an appointment for the measurement and the inspection of the intended location, (ii) update the order data afterwards and/or to (iii) schedule and conduct an assembly date.

4.3 With regard to other products offered without measurement- and installation service ordered at the Reuter Shop reference is made to the website www.werkprofi.de. The customer will find a Germany-wide network of qualified third-party service providers who can be hired by customers as installation partners on behalf of the installation of products ordered at the Reuter Shop.

§ 5 Instructions on withdrawal

Right of withdrawal (Goods)

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day

- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods;
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last goods;
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or pieces.

If more than one of the above alternatives are present, the withdrawal period starts to run only from the day on which you acquire, or a third party other than the carrier an indicated by you acquires, physical possession of the last good or of the last lot or piece.

To exercise the right of withdrawal, you must inform us (reuter europe GmbH, Textilstraße 2, 41751 Viersen / Germany, E-Mail: widerruf@reuter.de; Tel: +49 2161 / 9020 - 550; Fax: +49 2161 / 9020 - 255) of your decision to withdraw from this contract by an unequivocal statement (e.g. letter sent by post, fax or e-mail). You may use the attached [model withdrawal form](#) (see appendix), but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effect of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In case of goods, by their nature, can normally be returned by post, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods, by their nature, can normally be returned by post or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will collect the goods, by their nature, cannot normally be returned by post.

You will have to bear the direct cost of returning the goods. For goods, that by their nature cannot normally be returned by post, the cost is estimated at a maximum of 110,00 EUR (returns within Germany), or 212,29 EUR (returns from abroad).

Your are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Note:

You can make through our online return form the goods ready for shipment. This means to create labels for you, with which you can return the goods. For goods, by their nature, cannot normally be returned by post, one of our agents is informed to contact you to arrange a pick-up with you. This is an offer to you, which is however, no conditions for the effective exercise of the right of withdrawal.

The right of withdrawal does not apply to distance contracts

- to the delivery of goods that are not pre-made and the production of which an individual choice or decision by the customer is important or which are clearly tailored to the personal needs of the consumer;
- to the delivery of goods that can spoil quickly or whose expiration date has passed quickly.

The right of withdrawal expires prematurely with regards to distance contracts

- for the supply of sealed goods which are unsuitable to be returned for reasons of health or hygiene when they were unsealed after delivery;
- for the supply of goods, if, due to their nature, they were irreversibly mixed with other goods after delivery.

Right of withdrawal (Services)

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (reuter europe GmbH, Textilstraße 2, 41751 Viersen / Germany; e-mail: widerruf@reuter.de; Tel: +49 2161 / 9020 - 550; Fax: +49 2161 / 9020 - 255) of your decision to withdraw from this contract by an unequivocal statement (e.B. a letter sent by post, fax or e-mail). You may use the attached [model withdrawal form](#) (see appendix), but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

§ 6 Prices, delivery and shipping costs

6.1 The prices listed within the online shop are final prices. Accordingly, they include all price components, including any taxes due. There are no additional costs for customs, fees and taxes for cross-border deliveries into Switzerland.

6.2 Payable delivery and shipping costs are not included in the purchase price. For the dispatch of the goods within Germany as well as abroad, shipping costs are therefore payable; these are also to be borne by the buyer and depend on the concrete article description and the dispatch information contained therein, or further details concerning the calculation of these costs are specified by the online shop.

6.3 The shipping charges apply per order in one complete delivery, unless otherwise agreed. Please note that additional charges for partial deliveries can occur.

Orders will be sent free of charge in one delivery after reaching an order value of more than €2,000.00 within (only mainland) Germany.

§ 7 Terms of payment

7.1 Unless otherwise agreed, the customer can choose from among the payment methods designated in the online shop, including payment in advance via bank transfer, credit card, SOFORT Banking, iDeal (NL), PostFinance (CH), buy now, pay later (only available in Germany, after positive credit assessment) or COD (DE).

Additional charges may be incurred for certain payment methods.

7.1.1 With the buy now, pay later payment method, "Reuter" or the service provider ([Klarna Bank AB \(publ\)](#), Sveavägen 46, 111 34 Stockholm, Sweden) assigned by "Reuter" may carry out a credit assessment insofar as required in the legitimate interests of "Reuter" or the service provider and on condition that the customer's right to data protection is not infringed. "Reuter" or the service provider will use the required data for the credit assessment after

approval by the customer.

When paying by buy now, pay later via a service provider, Reuter will pass on your data to the service provider for the purpose of address and credit checks as part of the purchase initiation and settlement of the purchase contract. You can only be offered payment methods that are permitted based on the results of the credit assessment. Further information and the conditions of use of the service provider can be found under the following link (https://cdn.klarna.com/1.0/shared/content/legal/terms/0/de_de/user). The customer can find general information about the service provider under the following link <https://www.klarna.com/de/>. Personal data of the customer are treated by the service provider in accordance with the applicable data protection regulations and in accordance with the information in the data protection regulations of the service provider (https://cdn.klarna.com/1.0/shared/content/legal/terms/0/de_en/privacy).

7.1.2 Payment by COD is possible solely for deliveries within Germany. This payment method is subject to an additional charge of € 6.66. This will be shown separately in the order confirmation.

7.1.3 If payment is made by cash on delivery or by buy now, pay later, so-called payment method fees will be charged. The following fees will be charged:

- **COD:** € 6.66
- **Buy now, pay later:** 1% of the order value

7.1.4 „Reuter“ reserves the right not to offer all payment methods. “Reuter” also reserves the right to change the payment method, if the payment method chosen by the customer does not work.

7.1.5 Provided the shipment is made within the EU, the customer agrees, that the invoice will be issued electronically. The paper invoice will no longer be enclosed with your delivery but sent to you as pdf-document by e-mail. In addition the pdf-document of the invoice will be made available on your customer account for download, storage and printing. Viewing the pdf-document requires the Acrobat Reader, which can be downloaded for free at Adobe.

7.2 Unless the buy now, pay later method has been agreed, the customer must pay the purchase price plus any costs for delivery and shipping at the latest 10 days after receipt of the demand for payment; receipt of payment by "Reuter" is decisive here. After the time limit has expired without receipt of payment, the customer is in default of payment without any further statement having to be made by the vendor. In the case of buy now, pay later, the payment period is 14 days from shipment of the goods / or, in the case of other services, when the service is provided. Otherwise, the payment conditions of the service provider apply (https://cdn.klarna.com/1.0/shared/content/legal/terms/EID/de_de/invoice?fee=0).

7.2.1 A consumer must pay interest on the debt during the default period in the amount of 5 percentage points above the current base lending rate. Should the customer be an entrepreneur, "Reuter" shall charge interest on arrears in the amount of 8 percentage points above the current base lending rate. For buy now, pay later, the payment terms and conditions of the service provider apply.

7.2.2 "Reuter" retains the right to claim higher interest on arrears if it can prove that the damage incurred is higher.

§ 8 Right of retention

The customer may only claim a right of retention if his counterclaim is based on the same contractual relationship.

§ 9 Terms of delivery and shipment

9.1.1 Unless otherwise specified, the goods shall be delivered against advance payment and by mail. The goods shall be dispatched at the latest seven working days after receipt of the goods at the "Reuter" warehouse and after the purchase price plus shipping costs to be paid by the customer have been received by "Reuter".

9.1.2 The goods shall be placed in storage free of charge for max. 6 months. Thereafter, storage costs shall be charged.

9.2.1 If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods shall pass to him as soon as the shipment has been handed over to the person responsible for transportation.

9.2.2 With consumers, the risk of accidental loss and accidental deterioration of the goods in the event of mail-order purchase shall pass to the consumer when the goods are handed over to the consumer.

9.2.3 With respect to the assumption of risk, the terms are identical with those of handover if the customer defaults in accepting the delivery of goods.

9.3 The customer assures that he has given the correct and complete delivery address with his order. If additional shipment costs should be incurred on account of incorrect address data, for example if the shipment costs are incurred once more, these costs must be paid by the customer.

9.4 Unless otherwise specified, delivery shall be effected free kerbside.

§ 10 Retention of title

"Reuter" shall retain ownership of the goods until full payment has been made. If the customer should be an entrepreneur, "Reuter" shall retain ownership of the goods until all claims to which it is entitled against the buyer arising from the business relationship have been met.

§ 11 Warranty

11.1.1 If the customer is a consumer, he is entitled to subsequent performance if the goods are defective. This means that the consumer can choose between rectification of the defect or delivery of defect-free goods. "Reuter" is entitled to reject the chosen type of subsequent performance if this is only possible at an unreasonable price.

11.1.2 If subsequent performance fails, the customer, provided he is a consumer, can, at his discretion, demand reduction of the purchase price (abatement), withdrawal from the contract, damages or compensation for wasted expenditures, in accordance with statutory provisions. If he demands damages or compensation for wasted expenditures, "Reuter" is liable in accordance with § 13 of these terms and conditions.

11.2.1 If the customer is an entrepreneur, he must advise "Reuter" of obvious defects within 14 days of receipt of the goods, otherwise no warranty claims can be accepted. Notice of defects must be given in text form, that is, it must be sent to "Reuter" for example by letter, fax or e-mail. To meet the time limit, timely dispatch of the notice of defects is sufficient.

11.2.2 If the customer should be entitled to warranty claims, provided he is an entrepreneur, subsequent performance can be effected by rectification of the defect or through the delivery of new goods, at the discretion of "Reuter".

11.2.3 If and when the customer, regardless of whether consumer or entrepreneur, fails to realise, either through wilful intent or negligence, that the merchandise is in fact not defective or that the defect which has been determined cannot have occurred in an area under the control of "Reuter" and nevertheless asserts rights under warranty, it is obligated to reimburse "Reuter" for any and all costs incurred as a consequence of the unjustified request for remedy of defects.

11.3.1 The period of limitation for the rights of a consumer in the event of defects in new goods is two years, for the rights of an entrepreneur one year, in each case from the delivery of the goods. This related easing of the period of limitation does not apply if and to the extent that "Reuter" is liable in accordance with § 13 of these GTC or it concerns the right in rem of a third party, on the basis of which surrender of the delivery item may be demanded.

11.3.2 Insofar as used goods are sold and the customer is a consumer, the guarantee claims of the buyer come under the statute of limitations in one year from delivery of the goods. This disclaimer of warranties does not apply if and to the extent that "Reuter" is liable in accordance with § 13 of these GTC or it concerns the right in rem of a third party, on the basis of which surrender of the delivery item may be demanded.

11.3.3 An entrepreneur has no warranty claims with respect to used goods; this also applies for defects that have occurred after conclusion of the contract but before the passage of risk. This related easing of the period of limitation does not apply if and to the extent that "Reuter" is liable in accordance with § 13 of these GTC or it concerns the right in rem of a third party, on the basis of which surrender of the delivery item may be demanded.

11.4 The products marketed by "Reuter" should be installed only by suitably qualified companies, and not by unqualified persons. If the products are not installed and/or used correctly, no claims can be accepted from any (manufacturer's) guarantee. No liability or warranty can be accepted for damage or defects resulting from incorrect installation and/or incorrect use of the sold products.

11.5 The rights of recourse of entrepreneurs as laid down in §§ 478, 479 German Civil Code (Bürgerliches Gesetzbuch, BGB) are not affected by the provisions of §§ 11.1 up to and including 11.4 of these GTC.

§ 12 Damage in transit

In the event of damage in transit, the customer shall support "Reuter" to the best of his ability, if claims are to be asserted against the transportation company or transportation insurance company concerned.

12.1 If the (partial) loss or damage is not externally apparent, the customer must advise "Reuter" of this within five days of delivery or the transportation company within seven days of delivery, in order to ensure that any claims against the transportation company are asserted in good time.

12.2 Any rights and claims by the customer, in particular his rights in the event of defects in the goods, remain unaffected by the provisions of § 12.1 of these GTC. For this reason, these do not contain any term of preclusion for the rights of the customer in accordance with § 11 of these GTC.

§ 13 Liability

13.1 In accordance with statutory provisions, "Reuter" accepts unlimited liability for damage arising from injury to life, body or health resulting from intentional or negligent breach of duty as well as for other damage resulting from intentional or grossly negligent breach of duty or fraudulence. Furthermore, "Reuter" accepts unlimited liability for damage covered by liability according to mandatory statutory provisions, for example the Product Liability Act, and in the event of the acceptance of guarantees.

13.2 For such damage, which is not covered by § 13.1 and which is caused by simple or slight negligence, "Reuter" accepts liability insofar as this negligence concerns the violation of contractual obligations the fulfilment of which is necessary for the contract to be performed and which the customer can generally rely on to be complied with (so-called cardinal obligations). In this case, the liability of "Reuter" is limited to typical contractual foreseeable damage.

13.3 In the event of slightly negligible violations of such contractual obligations, which are covered by neither § 13.1 nor § 13.2 (so-called minor contractual obligations), "Reuter" accepts liability vis-à-vis consumers; this is limited to typical contractual foreseeable damage.

13.4 No further liability can be accepted. Reference is hereby made to the liability limitations of § 11.4.

§ 14 Notes on the Battery Act

Since normal and rechargeable batteries may be included in the shipments, "Reuter" is obliged, in accordance with the Battery Act (BattG), to inform customers of the following: Normal and rechargeable batteries must not be disposed of in normal household waste. Customers are required by law to return used normal and rechargeable batteries. Old batteries may contain hazardous substances which may cause damage to the environment or to health if not stored or disposed of properly. However, batteries also contain important raw materials such as for example iron, zinc, manganese or nickel, and can be recycled. After use, customers may return the batteries to "Reuter" or return them free of charge in their immediate vicinity (e.g. to the trade or to municipal collection points or directly to "Reuter"). Returning batteries to points of sale is restricted to standard household quantities as well as to those types of used batteries which the vendor has or had in his range of goods.



The sign with the crossed-out waste bin indicates that batteries must not be disposed of in household waste. Under this sign the additional symbols listed below can be found, with the following meanings:

Pb: battery contains lead,

Cd: battery contains cadmium,

Hg: battery contains mercury.

§ 15 Information according to the Consumer Dispute Resolution Act (German abbr. VSBG)

Reuter does not take part in dispute settlement proceedings before a consumer arbitration board. Reuter is not obligated to do so either.

§ 16 Final provisions

16.1 The relations between the parties to the contract are governed by the laws applicable in the Federal Republic of Germany. For customers who conclude contracts concerning the delivery of movables for a purpose that cannot be assigned to the professional or commercial activity of the consumer, this choice of legal system only applies to the extent that the protection granted is not withdrawn by mandatory provisions of the laws of the state in which the consumer has his normal place of residence.

16.2 The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby excluded.

16.3 If the customer is a businessman, a legal entity under public law or a separate estate under public law, the place of fulfilment and jurisdiction for all disputes arising from this contractual relationship is the business location of "Reuter". The same applies in the event that if the customer is an entrepreneur, he should have no general place of jurisdiction in Germany, or in the event that the normal place of residence at the time of the filing of a suit is unknown. In these cases, the sole place of jurisdiction for all disputes arising from this contractual relationship is also the business location of "Reuter". This does not affect the authorisation to call a court at a different statutory place of jurisdiction.