

# I. General Terms and Conditions

## § 1 Basic Provisions

(1) The following terms and conditions apply to contracts that you conclude with us as a supplier (Vasco Electronics Góralski Group S.K.A.). Unless otherwise agreed, we object to the inclusion of any terms and conditions of your own that you may use.

(2) A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his independent professional or commercial activity.

## § 2 Formation of the contract

(1) The subject of the contract is the sale of goods, including digital content (data created and provided in digital form).

(2) Already with the placement of the respective product on our website, we submit a binding offer to conclude a contract under the conditions specified in the item description.

(3) The contract is concluded via the online shopping cart system as follows:

The goods intended for purchase are placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button in the navigation bar and make changes there at any time.

After calling up the page "Checkout" or "Continue to order" (or similar designation) and entering the personal data and the payment and shipping terms, all order data will finally be displayed again on the order overview page.

If you use an instant payment system (e.g. PayPal (Express/Plus/Checkout), Amazon Pay, Sofort, giro pay) as a payment method, you will either be redirected to the order overview page in our online store or to the website of the instant payment system provider.

Erfolgt eine Weiterleitung zu dem jeweiligen Sofortzahl-System, nehmen Sie dort die entsprechende Auswahl bzw. Eingabe Ihrer Daten vor. If you are redirected to the respective instant payment system, make the appropriate selection or enter your data there. Finally, on the website of the provider of the instant payment system or after you have been redirected back to our online store, the order data will be displayed as an order overview.

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

By sending the order via the corresponding button ("order with obligation to pay", "buy" / "buy now", "order with obligation to pay", "pay" / "pay now" or similar designation) you declare the legally binding acceptance of the offer, whereby the contract is concluded.

(4) Your requests for the preparation of an offer are non-binding for you. We will submit a binding offer to you in text form (e.g. by e-mail), which you may accept within 5 days (unless a different period is specified in the respective offer).

(5) The processing of the order and transmission of all information required in connection with the conclusion of the contract shall be carried out by e-mail, in part automatically. You must therefore ensure that the e-mail address you have provided to us is correct, that the receipt of e-mails is technically ensured and, in particular, that it is not prevented by SPAM filters.

## § 3 License of use for digital content

1) The download products offered are protected by copyright. You will receive a simple usage license for each download product purchased from us, unless otherwise stated in the respective offer.

(2) The simple usage license includes the permission to save and/or print one copy of the download product for your personal use on your computer or other electronic device.

You are prohibited from making any further copies. You are expressly prohibited from modifying or editing a file or any part thereof and from making it available in any way to third parties, either privately or commercially.

## § 4 Special agreements on payment methods offered

### (1) Payment via Mollie

If you select a payment method offered via "Mollie", the payment will be processed via the payment service provider Mollie B.V. (Keizersgracht 313, 1016 EE Amsterdam, Netherlands; "Mollie").

The individual payment methods via "Mollie" will be displayed to you under a correspondingly designated button on our website as well as in the online ordering process. For payment processing, "Mollie" may use other payment services; if special payment conditions apply, you will be informed of these separately. You can find more information about "Mollie" at <https://www.mollie.com/de>.

## § 5 Right of retention, reservation of title

- (1) You may only exercise a right of retention insofar as it concerns claims from the same contractual relationship.
- (2) The goods shall remain our property until the purchase price has been paid in full.
- (3) If you are an entrepreneur, the following shall apply in addition:
  - a) We retain title to the goods until all claims arising from the current business relationship have been settled in full. Prior to the transfer of ownership of the goods subject to retention of title, pledging or transfer of ownership by way of security is not permitted.
  - b) You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice that accrue to you from the resale, and we accept the assignment. You are further authorized to collect the claim. However, insofar as you do not properly meet your payment obligations, we reserve the right to collect the claim ourselves.
  - c) In the event of combination and mixing of the reserved goods, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.
  - d) We undertake to release the securities to which we are entitled at your request to the extent that the realizable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.

## § 6 Warranty

- (1) The statutory rights of liability for defects apply.
- (2) As a consumer, you are requested to check the item immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you fail to do so, this shall have no effect on your statutory warranty claims.
- (3) If a feature of the goods deviates from the objective requirements, the deviation shall only be deemed to be agreed if you were informed of the same by us before submitting the contractual declaration and the deviation was expressly and separately agreed between the contracting parties.
- (4) Insofar as you are an entrepreneur, the following shall apply in deviation from the above warranty provisions:
  - a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the item, but not other advertising, public promotions and statements by the manufacturer.
  - b) In the event of defects, we shall, at our discretion, provide warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your option, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the item or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to bear the increased costs arising from the transfer of the goods to a place other than the place of performance, provided that the transfer does not correspond to the intended use of the goods.
  - c) The warranty period is one year from delivery of the goods. The shortening of the period shall not apply
    - for culpable damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence;
    - insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;
    - in the case of items which have been used in accordance with their customary use for a building and have caused its defectiveness;
    - in the case of statutory rights of recourse which you have against us in connection with rights arising from defects.

## § 7 Choice of law, place of performance, place of jurisdiction

- (1) German law shall apply. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn as a result (favorability principle).
- (2) The place of performance for all services arising from the business relationship with us and the place of jurisdiction shall be our registered office if you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same shall apply if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or habitual abode is unknown at the time the action is brought. The right to bring an action before the court at another statutory place of jurisdiction shall remain unaffected.
- (3) The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

# II. Customer information

## 1. Identity of the seller

Vasco Electronics Góral ski Group S.K.A.  
Al. 29 listopada 20  
31401 Krakau, Polen  
Telefon: +49 421 70869289  
E-Mail: [kontakt@vasco-electronics.de](mailto:kontakt@vasco-electronics.de)

## 2. Information on the conclusion of the contract

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities of correction are carried out in accordance with the regulations "Conclusion of the Contract" of our General Terms and Conditions (Part I.).

## 3. Contract language, contract text storage

3.1. The contract language shall be German.

3.2. The complete text of the contract shall not be stored by us. Before sending the order via the online shopping cart system, the contract data can be printed out or electronically saved using the browser's print function. After receipt of the order by us, the order data, the legally required information for distance contracts and the General Terms and Conditions will be sent to you again by e-mail.

3.3. In the case of quotation requests outside the online shopping cart system, you will receive all contract data as part of a binding offer sent to you in text form, e.g. by e-mail, which you can print out or save electronically.

## 4. Essential characteristics of the goods or service

The essential characteristics of the goods and/or services can be found in the respective offer.

## 5. Prices and payment modalities

5.1. The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.

5.2. The shipping costs are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective offer, are shown separately in the course of the ordering process and are to be borne additionally by you, unless free shipping has been promised.

5.3. If the delivery is made to countries outside the European Union, additional costs may be incurred for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions), which shall be borne by you.

5.4. Any costs incurred for the transfer of funds (transfer or exchange rate fees of the credit institutions) shall be borne by you in cases where the delivery is made to an EU member state but the payment was initiated outside the European Union.

5.5. The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

5.6. Unless otherwise stated in the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

## 6. Delivery conditions, Provision

6.1. The terms of delivery, the delivery date and, if applicable, existing delivery restrictions as well as the terms of provision of digital content can be found under a correspondingly designated button on our website or in the respective offer.

6.2. If you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold item during shipment only passes to you upon delivery of the goods, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or any other person designated to carry out the shipment.

If you are an entrepreneur, the delivery and shipment shall be at your risk.

## 7. Statutory liability for defects

7.1. Liability for defects in our goods shall be governed by the "Warranty" provision in our General Terms and Conditions (Part I.).