

CONTRACTUAL PARTNER:

QLOCKTWO Manufacture GmbH
Alemannenstraße 65
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Managing Directors:

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Commercial Register: Ulm Local Court

Register No.: HRB 729102

Tax ID No.: DE322351549

TERMS AND CONDITIONS

§ 1 SCOPE

1. These General Terms and Conditions of Business ("GTC") apply exclusively to all business relationships between QLOCKTWO Manufacture GmbH and buyers. The GTC apply irrespective of whether the buyer is a consumer or a businessman.
2. All agreements made between the contracting parties in connection with a purchase contract are as expressed in, in particular, these terms and conditions of sale, the written order confirmation, and the notification of acceptance from QLOCKTWO Manufacture GmbH.
3. Terms and conditions of the buyer that are at variance therewith do not apply unless QLOCKTWO Manufacture GmbH expressly acknowledges them in writing before a contract is entered into. This applies also if QLOCKTWO Manufacture GmbH does not expressly exclude them.

§ 2 ENTRY INTO CONTRACT

1. The contractual languages are German and English. Presentation and advertising of items in the Online Shop do not constitute a binding offer to enter into a purchase contract. All offers are subject to change in respect of technical alterations and other changes.
2. Purchase orders can be placed with QLOCKTWO Manufacture GmbH through the web shop with the address (URL) <https://qlocktwo.com>.
3. The buyer can order the products offered in the QLOCKTWO Manufacture GmbH online shop. Once the buyer has found the desired product, he can add it to the shopping cart without obligation by clicking the button "ADD TO CART". The buyer can view the content of the shopping cart at any time without obligation by clicking the button "OPEN CART". The buyer can remove the products from the shopping cart at any time by clicking the button "REMOVE ITEM" before the purchase is made. To buy the products that have been placed in the shopping cart, the buyer must click on the Button "PROCEED TO

CHECKOUT". The ordering process can be cancelled at any time or completed with a click on the button "CONFIRM PAYMENT AND SUBMIT ORDER".

4. Before submitting the order, the buyer is given an opportunity to review the order and verify that everything is correct, particularly in respect of prices and quantities, and to make corrections as needed. For this purpose the buyer is provided with the main contents of the purchase contract, such as the product description, the total price, shipping charges and additional costs, prominently displayed in a clear and understandable form, before the order is submitted. In addition, the ordering process in the Online Shop is designed so that the buyer confirms with his order that he agrees to make payment. An order cannot be submitted with a click on the "CONFIRM PAYMENT AND SUBMIT ORDER" button until the buyer has accepted these contractual terms by ticking the check box that is provided for that purpose, whereupon the order becomes legally binding.
5. With a click on the "CONFIRM PAYMENT AND SUBMIT ORDER" button the buyer submits his order, thereby submitting an offer to enter into contract. Submission of an order to QLOCKTWO Manufacture GmbH constitutes a legally binding offer of intent to enter into a contract with QLOCKTWO Manufacture GmbH. The buyer is bound by the order for a period of two weeks after the order is submitted. His existing right of cancellation according to § 3 remains unaffected thereby.
6. QLOCKTWO Manufacture GmbH will promptly confirm by email its receipt of an order submitted through the Online Shop. Such an email does not yet constitute a binding acceptance of the order unless it contains a declaration of such acceptance along with the confirmation of receipt.
7. A contract is then made between QLOCKTWO Manufacture GmbH and a buyer only if QLOCKTWO Manufacture GmbH accepts the order by means of a declaration of acceptance in the form of an order confirmation or by delivering the merchandise to the buyer. Should it be impossible to deliver the ordered merchandise, for example because the merchandise is not in stock, QLOCKTWO Manufacture GmbH will refrain from declaring acceptance, in which case no contract is entered into. QLOCKTWO Manufacture GmbH will promptly inform the buyer accordingly and refund without delay any consideration it has already received.
8. The merchandise is shipped to the last address QLOCKTWO Manufacture GmbH has been provided with or – in case of payment via PayPal – to the address deposited with PayPal.
9. For online orders, the text of the contract and the order data are provided before a contract is entered into and can be saved and printed out by the buyer. Upon completion of the ordering process, the text of the contract is stored by QLOCKTWO Manufacture GmbH in accordance with the provisions of data protection law and sent to the buyer by email together with the GTC of QLOCKTWO Manufacture GmbH. The general terms and conditions of contract can be viewed at any time, even before entry into contract, through the [AGB](#) link and downloaded or saved from there.

§ 3 CANCELLATION AND ITS CONSEQUENCES

CANCELLATION POLICY

1. If you are a consumer (i.e. a natural person who enters into a legal transaction for purposes that can be ascribed neither to your commercial nor to your independent professional activity), you have a right of cancellation in accordance with the applicable provisions of law.

2. If you as a consumer exercise your right of cancellation according to para. 1, then we will bear the direct costs of returning the merchandise.
3. The right of cancellation is subject to the provisions which are presented in detail in the following

CANCELLATION POLICY:

RIGHT OF CANCELLATION

You have the right to cancel this Agreement within fourteen days, with no questions asked. The deadline for cancellation is fourteen days from the day on which you, or a third person designated by you who is not the carrier, have or has taken possession of the merchandise.

To exercise your right of cancellation, you must inform us, QLOCKTWO Manufacture GmbH

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by means of a clear statement (e.g. a letter sent by mail, fax, or email) of your decision to cancel this Agreement. The appended Sample cancellation form can be used for this purpose but is not required.

Notification that you are exercising your right of cancellation suffices to meet the cancellation deadline if it is dispatched before the time limit for cancellation expires.

CONSEQUENCES OF CANCELLATION

If you cancel this Agreement, we must promptly return to you all payments that we have received from you, including the delivery costs (with the exception of the additional costs incurred if you have chosen a delivery method other than the most inexpensive, standard delivery option offered by us), no later than fourteen days from the day on which we receive notification of your cancellation of this Agreement. For this repayment we will use the same method of payment as that used by you for the original transaction unless otherwise expressly agreed with you; in no case will you be charged fees for the repayment. We may refuse to make the repayment until we have received the returned merchandise or you have provided proof that you have sent the merchandise back to us, whichever occurs first.

ou must return or hand over the merchandise to us promptly, but in any event no later than fourteen days from the day on which you notify us of

your cancellation of this Agreement. To meet the deadline, you must dispatch the merchandise before the 14-day time limit expires.

We will bear the direct costs of returning the merchandise.

You must pay for any loss in the value of the merchandise only if that loss in value is attributable to handling of the merchandise other what is necessary to ascertain its quality, attributes, or functionality.

END OF THE CANCELLATION POLICY

4. The right of cancellation does not apply to distance contracts
 - a) for delivery of merchandise that 1) is not prefabricated and an individual selection or determination by the consumer is decisive for its production (individual customer specification) or that are tailored to the personal needs of the customer, 2) that is by nature unsuitable for return or 3) that can perish rapidly or whose expiration date would be exceeded.
 - b) for delivery of audio or video recordings or of software if the delivered data media have been unsealed.

§ 4 DELIVERY, SHIPPING CHARGES, TIME OF DELIVERY

1. At present, deliveries are made within the EU and in certain countries outside the EU. For delivery times please consult the product descriptions.
2. The delivery is carried out according to the information on the delivery time as stated in the article details. In case of payment in advance the above mentioned delivery time begins with the receipt of payment on the account of QLOCKTWO Manufacture GmbH, in the case of payment by PayPal or credit card immediately on the day after the conclusion of the contract and ends with the last day of the delivery period shown in the article information on the article detail page.
3. If the buyer includes in a single order from QLOCKTWO Manufacture GmbH diverse goods for which different delivery times are stated, QLOCKTWO Manufacture GmbH will send those goods in one combined shipment, in which case the delivery time for the entire shipment of goods will be that of the item with the longest stated delivery time.
4. Postage and packing costs are charged according to the schedule of "Delivery Times and Shipping Costs". Shipping costs depend on the required shipping method and the value of the merchandise. Unless the buyer requests otherwise, QLOCKTWO Manufacture GmbH will use the most inexpensive shipping method available through Deutsche Post, DHL, UPS, or other parcel delivery services. The buyer will bear the additional costs incurred if the buyer requests a special delivery method (such as express shipping). The QLOCKTWO Manufacture GmbH will inform the buyer of these costs on request. The price, including value-added tax and shipping charges, is displayed also in the order summary before the buyer submits the order.
5. In the case of orders from buyers whose residence or place of business is located abroad, or if there are reasonable indications of a risk of non-payment, QLOCKTWO Manufacture GmbH reserves the right to withhold delivery until after the purchase price and shipping charges have been received (reservation of advance payment) . Should a delivery not be subject to payment in advance by agreement with the buyer, then ownership of the delivered merchandise passes to the buyer only upon payment in full of the purchase price. As long as QLOCKTWO Manufacture GmbH remains the owner of the merchandise, the buyer must inform QLOCKTWO Manufacture GmbH without delay if third parties assert rights of any kind to the merchandise.

6. Unless otherwise agreed, the merchandise will be sent from QLOCKTWO Manufacture GmbH to the address provided by the buyer or – in case of payment via PayPal – to the address deposited with PayPal. If the buyer or a person authorised to receive the merchandise cannot be found at the specified address at the time of delivery, the buyer will bear all additional costs that are incurred as a result.
7. The QLOCKTWO Manufacture GmbH will inform the buyer of the approximate delivery date in the order confirmation. The QLOCKTWO Manufacture GmbH is not liable for merchandise that is sent uninsured at the buyer's request.
8. Damage that occurs in transit must be reported to the carrier without delay.

§ 5 PAYMENT, DUE DATES AND DEFAULT OF PAYMENT, TRANSFER FEES

1. All prices are gross prices in the currencies listed in the online shop, including the statutory value added tax and are exclusive of any arising shipping costs. QLOCKTWO Manufacture GmbH reserves the right to change the prices at any time. The respective shipping costs of your order are shown in the shopping cart and on the item details page. In addition, these can be viewed at any time by clicking on "Delivery" under the category "Information" in the lower part of our website.
2. The buyer may pay only in advance by transfer or, for domestic orders, make payment on delivery, by credit card, by PayPal or by Amazon Pay. The QLOCKTWO Manufacture GmbH accepts payments in the currencies listed in the online-shop only.
3. If the buyer is in default of payment, QLOCKTWO Manufacture GmbH is entitled to demand full default interest at the rate of 5.00% (9.00% if the buyer is a businessman) per year above the base interest rate set by the European Central Bank. If QLOCKTWO Manufacture GmbH incurs greater losses (e.g. as a result of chargeback fees), then QLOCKTWO Manufacture GmbH is entitled to claim these as well.
4. The amount due for payment as stated on the invoice is due and payable upon delivery of the merchandise.
5. The buyer is obliged to bear all international transfer fees.

§ 6 SET-OFFS, WITHHELD PERFORMANCE

The buyer is entitled to set off counter-claims only if and to the extent that his counter-claims are reciprocal (§ 320 BGB) to the claims asserted by QLOCKTWO Manufacture GmbH, the counter-claims have been established by final and absolute judgement, or the counter-claims are not in dispute. The buyer is entitled to withhold performance only for counter-claims arising from the same contractual relationship.

§ 7 RETENTION OF OWNERSHIP

The delivered merchandise remains the property of QLOCKTWO Manufacture GmbH until the purchase price is paid in full.

§ 8 WARRANTY

1. The QLOCKTWO Manufacture GmbH is liable for material and legal defects according to the applicable provisions of law, in particular §§ 434 et seqq. BGB. The limitation period for statutory claims for defects is two years and begins when the merchandise is delivered. Notwithstanding this provision, a shortened warranty period of one year from acceptance shall apply to repair work ordered.

2. The warranty is excluded for defects resulting from incorrect (third-party) assembly, incorrect operation of the merchandise or its accessories, or wear from overuse. Usual or unavoidable deviations with regard to quality, quantity, dimensions, colouring shall not be regarded as defects to the extent permitted by law.
3. Any seller's warranties for specific items or manufacturer's warranties granted by the manufacturers for specific items apply in addition to the claims for material or legal defects within the meaning of para. 1. The particulars of the scope of such warranties are as stated in the warranty terms that are included with some items.
4. In the event of defectiveness, the buyer has a claim to subsequent performance. If the buyer is a consumer (i.e. according to § 13 BGB a natural person (= a person), who concludes the legal transaction for purposes, which can be attributed predominantly neither to their commercial nor their independent professional activity), he has the right to choose in the context of his claim for subsequent performance whether he wishes to have the goods repaired (in particular repaired) or delivered a new, defect-free product. The QLOCKTWO Manufacture GmbH may refuse the type of subsequent performance chosen by the purchaser if it is only possible at disproportionate cost. Further details shall be governed by § 439 para. 3 BGB (German Civil Code). If, on the other hand, the Buyer is an entrepreneur (i.e. a natural or legal person in accordance with § 14 BGB or a partnership with legal capacity acting in the exercise of its commercial or independent professional activity when concluding the legal transaction), QLOCKTWO Manufacture GmbH shall have this right to choose. In those cases in which QLOCKTWO Manufacture GmbH makes rectification by delivering a replacement, the buyer is obliged to return the originally delivered merchandise to QLOCKTWO Manufacture GmbH at the latter's expense within 14 days after receiving the replacement delivery.
5. The buyer shall be entitled to further rights, such as, in particular, withdrawal from the contract or reduction of the purchase price, under the statutory conditions.

§ 9 LIABILITY

1. The QLOCKTWO Manufacture GmbH is liable to the customer for damages or for compensation for futile expenses in all cases of contractual or non-contractual liability for wilful misconduct according to the applicable provisions of law.
2. In all other cases, QLOCKTWO Manufacture GmbH is liable, except as otherwise provided in para. 3, only for breach of a contractual duty fulfilment of which makes proper performance of the contract possible in the first place and on observance of which the buyer may normally rely (referred to as material contractual duties or cardinal duties), such liability being limited to compensation for damage that is foreseeable and typical of the type of contract concerned. In all other cases, liability on the part of QLOCKTWO Manufacture GmbH is excluded, subject to the provision in para. 3.
3. Liability on the part of QLOCKTWO Manufacture GmbH for damage arising from an injury to life, limb, or health or according to the German Product Liability Act (Produkthaftungsgesetz) remains unaffected by the preceding limitations and exclusions of liability.

§ 10 FINAL PROVISIONS

1. The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the buyer has submitted an order as a consumer and his habitual residence is in another country at the time of his order, the application of that country's mandatory provisions of law remains unaffected by the choice of law provided in sentence
2. The place of performance for delivery and payment is Schwäbisch Gmünd, Germany.

3. If the buyer is a businessman, a legal entity under public law, or a special fund under public law and has its domicile in Germany at the time of the order, then the exclusive place of jurisdiction is the registered domicile of QLOCKTWO Manufacture GmbH, Schwäbisch Gmünd, Germany. The applicable provisions of law for local and international jurisdiction otherwise apply.
4. The European Union has set up an online platform (“OS Platform”) for extrajudicial settlement of consumer disputes. The OS Platform is intended to serve as a point of contact for extrajudicial settlement of disputes relating to contractual obligations arising from online purchase contracts. The platform is to be found at www.ec.europa.eu/consumers/odr. The QLOCKTWO Manufacture GmbH is neither willing nor obliged to take part in dispute settlement proceedings before a consumer arbitration body.

QLOCKTWO Manufacture GmbH
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