

# General terms and conditions with customer information

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## 1) Scope of application

**1.1** These General Terms and Conditions (hereinafter "Terms and Conditions") of MSOfficehandel UG (haftungsbeschränkt) (hereinafter "Seller"), apply to all contracts for the delivery of goods, which a consumer or entrepreneur (hereinafter "Customer") with the seller with respect to the goods displayed by the seller in his online shop. The inclusion of the Customer's own terms and conditions is hereby rejected, unless otherwise agreed.

**1.2** For contracts for the delivery of digital content, these GTC shall apply accordingly, unless otherwise expressly regulated.

**1.3** For contracts for the supply of license keys, these GTC shall apply accordingly, unless otherwise expressly regulated. The seller is obliged to provide a license key for the use of the software or contents described by him and to grant the contractually agreed rights to use the respective software or contents. The customer does not acquire any intellectual property rights to the software or content. The respective product description in the seller's online shop is decisive for the quality of the software or content.

**1.4** Consumer in the sense of these terms and conditions is each natural person, who concludes a legal transaction for purposes, which can be added predominantly neither their commercial nor their independent vocational activity. Entrepreneur in the sense of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

**1.5** Digital contents in the sense of these GTC are all data not contained on a physical data carrier, which are produced in digital form and provided by the seller under the granting of certain rights of use regulated in more detail in these GTC.

## 2) Conclusion of contract

**2.1** The product descriptions contained in the seller's online shop do not represent binding offers on the part of the seller, but serve to provide a binding offer by the customer.

**2.2** The customer can submit the offer via the online order form integrated into the seller's online shop. After placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping cart by clicking the button concluding the ordering process. Furthermore, the Customer can also submit the offer to the Seller by fax, e-mail, post or online contact form.

**2.3** The seller can accept the customer's offer within five days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or
- by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or
- by requesting the customer to pay after placing his order.

If several of the aforementioned alternatives are available, the contract shall come into effect at the point in time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer shall commence on the day after the customer sends the offer and shall end at the end of the fifth day following the sending of the offer. If the Seller does not accept the Customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the Customer is no longer bound by his declaration of intent.

**2.4** If a payment method offered by PayPal is selected, the payment shall be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the Terms for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the customer pays by means of a method of payment offered by PayPal, which can be selected in the online order process, the seller declares the acceptance of the customer's offer at the moment the customer clicks on the button completing the order process.

**2.5** If the payment method "Amazon Payments" is selected, the payment processing shall be carried out via the payment service provider Amazon Payments Europe s.c.a., 38 avenue John F. Kennedy, L-1855 Luxembourg (hereinafter referred to as "Amazon"), subject to the Amazon Payments Europe User Agreement, which can be viewed at <https://payments.amazon.de/help/201751590>. If the customer selects "Amazon Payments" as the payment method within the scope of the online order process, he shall also issue a payment order to Amazon by clicking the button concluding the order process. In this case, the seller hereby declares acceptance of the customer's offer at the point in time when the customer initiates the payment transaction by clicking the button concluding the order process.

**2.6** When submitting an offer via the Seller's online order form, the text of the contract will be saved by the Seller after the conclusion of the contract and sent to the Customer in text form (e.g. e-mail, fax or letter) after the Customer has sent his order. The Seller shall not make the text of the contract accessible beyond this. If the Customer has set up a user account in the Seller's online shop before sending his order, the order data will be archived on the Seller's website and can be accessed free of charge by the Customer via his password-protected user account by entering the corresponding login data.

**2.7** Before the binding submission of the order via the seller's online order form, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the display on the screen is enlarged. Within the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks on the button that concludes the ordering process.

**2.8** The German and English languages are available for the conclusion of the contract.

**2.9** The order processing and contact are usually carried out by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct, so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

### **3) Right of withdrawal**

**3.1** Consumers are generally entitled to a right of withdrawal.

**3.2** More detailed information on the right of revocation is contained in the seller's revocation instructions.

### **4) Prices and terms of payment**

**4.1** Unless otherwise stated in the Seller's product description, the prices quoted are total prices which include the statutory value added tax. Any additional delivery and shipping costs that may be incurred will be stated separately in the respective product description.

**4.2** In the case of deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which the seller is not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money through credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of money if the delivery is not to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

**4.3** The customer will be informed of the payment option/s in the online shop of the seller.

**4.4** If advance payment by bank transfer has been agreed, payment shall be due immediately after conclusion of the contract, unless the parties have agreed on a later due date.

**4.5** If the payment method "IMMEDIATELY" is selected, the payment processing is carried out by the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich, Germany (hereinafter "IMMEDIATELY"). In order to be able to pay the invoice amount via "IMMEDIATELY", the customer must have an online banking account that has been activated for participation in "IMMEDIATELY", must identify himself accordingly during the payment process and confirm the payment instruction to "IMMEDIATELY". The payment transaction will be executed immediately afterwards by "IMMEDIATELY" and the customer's bank account will be debited. Further information on the "IMMEDIATE" payment method can be found on the Internet at <https://www.klarna.com/sofort/>.

**4.6** If a payment method offered via the "mollie" payment service is selected, the payment transaction will be processed via the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, the Netherlands (hereinafter referred to as "mollie"). The individual payment methods offered via mollie are communicated to the customer in the online shop of the seller. For the processing of payments, mollie may make use of other payment services for which special payment conditions may apply, to which the customer will be informed separately if necessary. Further information about "mollie" is available on the Internet at <https://www.mollie.com/de/>.

**4.7** If the payment method invoice purchase is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is payable within 14 (fourteen) days of receipt of the invoice without deduction, unless otherwise agreed. The Seller reserves the right to offer the payment method Invoice Purchase only up to a certain order volume and to reject this payment method if the specified order volume is exceeded. In this case, the seller will inform the customer of a corresponding payment restriction in his payment information in the online shop. Furthermore, the seller reserves the right to carry out a credit check when selecting the payment method "purchase on account" and to reject this payment method if the credit check is negative.

**4.8** If the payment method "PayPal Direct Debit" is selected, PayPal will collect the invoice amount from the customer's bank account after a SEPA Direct Debit mandate has been issued, but not before the expiry of the period for advance information on behalf of the seller. Pre-notification is any communication (e.g. invoice, policy, contract) to the customer announcing a debit by SEPA Direct Debit. If the direct debit is not honoured due to insufficient funds in the account or due to the provision of incorrect bank details, or if the customer objects to the debit although he is not entitled to do so, the customer shall bear the fees arising from the chargeback by the respective bank if he is responsible for this.

**4.9** If a payment method offered by Klarna payment service is selected, the payment will be processed by Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden (hereinafter "Klarna"). For further information and Klarna's terms and conditions, please refer to the Seller's payment information, which is available at the following Internet address

<https://blitzhandel24.co.uk/shipping-and-terms-of-payment>

## 5) Delivery and shipping conditions

**5.1** The delivery of goods shall be made by dispatch to the delivery address indicated by the customer, unless otherwise agreed. The delivery address indicated in the Seller's order processing is decisive for the transaction.

**5.2** If the delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result. This does not apply with regard to the costs for the return shipment if the customer effectively exercises his right of revocation. In the event that the customer effectively exercises his right of revocation, the provision made in the seller's revocation instruction shall apply to the costs of return shipment.

**5.3** Collection by the customer is not possible for logistical reasons.

**5.4** Digital contents are provided to the customer exclusively in electronic form as follows:

- via download
- by email

**5.5** License keys are provided to the customer as follows:

- by email
- by mail

## 6) Granting rights of use for digital content

**6.1** Unless otherwise stated in the description in the Seller's online shop, the Seller grants the Customer the non-exclusive right to use the content provided for private and business purposes, unlimited in terms of time and place.

**6.2** Passing on the contents to third parties or making copies for third parties outside the scope of these GTC is not permitted unless the seller has agreed to a transfer of the license that is the subject matter of the contract to the third party.

**6.3** The granting of rights shall only become effective when the customer has paid the contractually owed remuneration in full. The seller can also provisionally allow the use of the contents of the contract before this time. Such provisional permission does not constitute a transfer of rights.

## **7) Granting of rights of use for license keys**

**7.1** The license key provided entitles the customer to use the software or contents evident from the respective product description to the extent described there.

**7.2** The granting of rights only becomes effective when the customer has paid the remuneration owed in full.

## **8) Retention of title**

If the seller makes advance payment, he reserves the right of ownership of the delivered goods until the purchase price owed has been paid in full.

## **9) Liability for defects (warranty)**

**9.1** If the purchased item is defective, the provisions of the statutory liability for defects shall apply.

**9.2** Deviating from this, the following applies to used goods: Warranty claims are excluded if the defect only occurs after one year from delivery of the goods. Defects that occur within one year of delivery of the goods can be claimed within the statutory period of limitation. However, the reduction of the liability period to one year shall not apply

- for items which have been used for a building in accordance with their normal use and have caused its defectiveness,
- for claims for damages and reimbursement of expenses of the customer, and
- in the event that the seller has fraudulently concealed the defect.

**9.3** The customer is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller. If the customer does not comply with this, this has no effect on his legal or contractual claims for defects.

## **10) Redemption of promotion vouchers**

**10.1** Vouchers which are issued free of charge by the Seller within the framework of advertising campaigns with a certain period of validity and which cannot be purchased by the Customer (hereinafter "campaign vouchers") can only be redeemed in the Seller's online shop and only within the specified period.

**10.2** Individual products may be excluded from the voucher promotion if a corresponding restriction results from the content of the promotion voucher.

**10.3** Promotional vouchers can only be redeemed before the order process is completed. A subsequent settlement is not possible.

**10.4** Only one promotion voucher can be redeemed per order.

**10.5** The value of the goods must be at least the amount of the promotion voucher. Any remaining credit will not be refunded by the seller.

**10.6** If the value of the promotion voucher is not sufficient to cover the order, one of the other payment methods offered by the seller can be chosen to settle the difference.

**10.7** The credit balance of a promotion voucher is neither paid out in cash nor does it bear interest.

**10.8** The promotion voucher will not be refunded if the customer returns the goods paid for in full or in part with the promotion voucher within the scope of his statutory right of revocation.

**10.9** The promotion voucher is transferable. The seller can make payments with discharging effect to the respective owner who redeems the promotion voucher in the seller's online shop. This does not apply if the seller has knowledge or grossly negligent ignorance of the non-authorisation, legal incapacity or lack of authorisation to represent the respective owner.

## **11) Applicable law**

All legal relations between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the laws on the international sale of movable goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

## **12) Place of jurisdiction**

If the customer acts as a merchant, legal entity under public law or special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the seller. If the customer has his registered office outside the territory of the Federal Republic of Germany, the registered office of the seller shall be the exclusive place of jurisdiction for all disputes arising from this contract, if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the customer. In the above cases, however, the Seller shall in any case be entitled to appeal to the court at the Customer's place of business.

## **13) Code of Conduct**

- The Seller has submitted to the "EHI Geprüfter Online Shop" quality criteria of the EHI Retail Institute GmbH, which can be viewed on the Internet at <https://www.shopinfo.net/haendler/kriterien/index.html>.
- The seller has subjected himself to the Trusted Shops quality criteria, which can be viewed on the Internet at [https://www.trustedshops.com/tsdocument/TS\\_QUALITY\\_CRITERIA\\_de.pdf](https://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf).

## **14) Alternative dispute resolution**

**14.1** The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

**14.2** The seller is neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.