

# Standard Business Terms and customer information

## I. Standard business terms

### § 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Vogel Software GmbH) via the <https://www.green-brain-krautrock.de> website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

### § 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products .

(2) Our offers on the website are non-binding and are not a binding offer to conclude a contract.

(3) You can use the online shopping cart system to place a binding offer of purchase (order).

Here, the goods meant for purchase are stored in the 'Shopping cart'. You can use the respective button in the navigation bar to call up the "shopping cart" and make changes at any time. After the 'check-out' page has been called up and the respective personal data and payment and shipping conditions have been entered, all the order data is displayed again on the order overview page. Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's 'back' function) or cancel the purchase transaction. When the order is placed using the "Place order in conjunction with a liability to pay" button, you are considered to have made a binding offer to us.

You then receive an automatically-generated email regarding the receipt of your order. This email does not yet lead to the conclusion of a contract.

(4) The acceptance of the offer (and with it, the conclusion of the contract) takes place within a period of 2 days via a textual confirmation (e.g. email) in which you receive confirmation (order acknowledgement) regarding the execution of the order or the delivery of the products in question.

If you have not received any corresponding message within this deadline, you are no longer considered to be bound to your order. Under such circumstances, any services that have already been provided are restored without undue delay.

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

### **§ 3 Right of retention, reservation of proprietary rights**

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

(3) If you are a businessman, the following conditions also apply:

a) We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes hands.

b) You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you as a result of the re-selling operation to us, and we accept the cession. Furthermore, you are authorised to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.

c) In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly-formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.

d) If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

### **§ 4 Warranty**

(1) The statutory warranty rights are applicable.

(2) As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

(3) Insofar as you are a business, the following difference applies to the aforementioned warranty regulations:

a) It is understood that the details provided by us and the product description provided by the manufacturer are the only things that represent the properties and condition of the product in question. Other advertisements, blurbs and statements issued by the manufacturer are not considered to be representative of the properties and condition of the said product.

**b)** If the goods are found to be faulty, we shall reserve the right to repair the goods or deliver replacements. If the defect is not removed, you can demand a reduction in the price or withdraw from the contract at your discretion. The defect removal is applicable after a failed second attempt, unless the circumstances prove otherwise, in particular due to the nature of the object and/or defect or other conditions. In case of repair, we must not bear the additional costs, which arise from the transfer of the item to a place other than the place of fulfilment, as far as the transfer does not correspond to the intended use of the item.

**c)** The warranty period amounts to a period of one year after delivery of the product. The reduction in time-limit does not apply:

- to damages culpably attributable to us arising from injury to life, limb or health and for other damages caused by wilful intent or gross negligence;
- insofar as we have wilfully concealed the defect or accepted a warranty for the quality of the goods;
- to goods which are used for a building in accordance with their normal use instructions and whose defects were caused by this;
- for statutory recourse claims, which you have against us in connection with warranty rights.

## **§ 5 Choice of law, place of fulfilment, jurisdiction**

**(1)** German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

**(2)** If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

**(3)** The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

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## **II. Customer information**

### **1. Identity of the seller**

Vogel Software GmbH  
Engelmeß 28  
95490 Mistelgau  
Germany

Telephone: 09279979716

E-Mail: [green-brain@vogel-software.de](mailto:green-brain@vogel-software.de)

### **Alternative dispute resolution:**

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

## **2. Information regarding the conclusion of the contract**

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

## **3. Contractual language, saving the text of the contract**

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

## **4. Main features of the product or service**

The key features of the goods and/or services can be found in the respective quote.

## **5. Prices and payment arrangements**

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

5.3 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

5.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

## **6. Delivery conditions**

6.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

6.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

If you are a businessman, the delivery and shipping operations take place at your own risk.

## **7. Statutory warranty right**

Liability for defects is governed by the “Warranty” provisions in our General Terms and Conditions of Business (Part I).

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/agb-service>.

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