

# General Terms and Conditions of Business

29.01.2016

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## § 1 Scope of validity and provider

These General Terms and Conditions of Business apply to all orders that consumers (§ 13 German Civil Code [BGB]) submit via the online shop (www.unikey.net) of GMK electronic design GmbH, Daimlerstraße 8, 92533 Wernberg-Köblitz

managing directors: Wolfgang Kredler and Manfred Güntner, Local Court Amberg HRB 1637.

A consumer is any natural person who concludes a legal transaction for a purpose that can neither be assigned to their commercial nor their independent professional activity.

## § 2 Conclusion of contract

§ 2.1 The contractual language shall be German.

§ 2.2 The product depictions in the online shop are intended for the submission of a purchase offer. By clicking on the button [Send order], you submit a binding purchase offer.

Before submitting a binding purchase offer, you have a further opportunity to correct any input errors under the point 'Complete order'.

If, after making a binding submission of a purchase offer, you still identify input errors, you are welcome to notify us of the changes via the contact form. We will then undertake the amendments, where possible.

§ 2.3 We can accept your order by sending a separate order confirmation by e-mail or by supplying the goods within two weekdays. The receipt of the order is confirmed by automated e-mail directly after the order is submitted and does not yet represent an acceptance of contract.

## § 3 Prices

The prices stated on the product pages include the statutory value-added tax and other price components and are understood to not include shipping costs.

## § 4 Shipping costs

§ 4.1 For delivery within Germany, we calculate the following shipping costs:

Prices incl. 19% VAT.

	up to 1 kg	up to 3 kg	up to 5 kg	up to 10 kg	up to 20 kg	over 20 kg	From an order value of €300
<b>Within Germany</b>	€4.40	€5.00	€5.70	€6.80	€8.80	<b>free of shipping costs</b>	<b>free of shipping costs</b>

§ 4.2 For delivery outside Germany, we calculate the following shipping costs:

Prices incl. 19% VAT.

	up to 1 kg	up to 2 kg	up to 3 kg	up to 4 kg	up to 5 kg	up to 6 kg	up to 7 kg	up to 8 kg	up to 9 kg	up to 10 kg	up to 15 kg	over 15 kg
<b>Austria, Switzerland, Belgium, Luxembourg, Liechtenstein</b>	€11.90	€12.40	€13.00	€13.50	€14.10	€14.60	€15.20	€15.70	€16.30	€16.80	€19.60	€25.10
<b>United Kingdom &amp; Ireland</b>	€12.10	€12.90	€13.70	€14.50	€15.30	€16.10	€16.90	€17.70	€18.50	€19.30	€23.30	€31.20
<b>USA &amp; Canada</b>	€30.40	€33.20	€36.00	€38.70	€41.50	€44.20	€47.00	€49.80	€52.50	€55.30	€69.10	€96.60

**§ 5 Terms of delivery and self supply reservation**

§ 5.1 Delivery takes place via DHL.

§ 5.2 The delivery time is 3-5 days, where not otherwise stated in the offer.

§ 5.3 If not all of the products ordered are in stock, we are entitled to make partial deliveries at our expense, where this is acceptable for you.

§ 5.4 If the delivery of the goods fails through your fault despite three delivery attempts, we can withdraw from the contract. Any payments made are refunded to you immediately.

§ 5.5 If the ordered product is not available because we cannot be supplied with this product by our suppliers through no fault of our own, we can withdraw from the contract. In this case, we will inform you immediately and propose the delivery of a comparable product where possible. If no comparable product is available or you do not want a comparable product to be delivered, we will immediately refund you any return service already provided.

**§ 6 Terms of payment**

§ 6.1 Payment takes place optionally by prepayment, credit card or PayPal.

§ 6.2 When selecting the prepayment method of payment, we notify you of our bank details in the order confirmation. The invoice sum is to be transferred to our account within 10 days. For payment by credit card, your account is charged when the goods are shipped.

§ 6.3 If you become in default of payment, interest is to be charged on the purchase price during the default amounting to 5% above the base rate. We reserve the right to provide evidence of and claim greater damage caused by default.

**§ 7 Retention of title**

The goods remain our property until complete payment. Before transfer of title, no pledging, transfer by way of security, processing or rearrangement is permitted without our consent.

## § 8 Right of withdrawal

### § 8.1 Consumers have a fourteen-day right of withdrawal.

The right of withdrawal does not exist for deliveries of goods that are ordered via the individual product configurator 'UNIKEY KEYBOARD DESIGNER'. In comparison to the standard products, these products are produced according to the personal needs and individual selection of the customer. These products are not prefabricated. Due to the stated properties, we must hereby explicitly exclude the right of withdrawal for these products.

### §8.2

## Cancellation policy

### Right of withdrawal

You have the right to withdraw from this contract, without providing justification, within fourteen days.

The withdrawal period amounts to fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the last goods. To exercise your right of withdrawal, you must inform us (*GMK electronic design GmbH, Daimlerstraße 8, 92533 Wernberg-Köblitz, Tel.: +49 (0)9604 90 92 0, Fax: 09604 90 92 18, e-mail: info@unikey.net*) in a clear statement (e.g. a letter sent by post, a fax or an e-mail) of your decision to withdraw from this contract. To do this, you can use the enclosed template withdrawal form, although this is not mandatory.

To observe the cancellation period, it is sufficient that you submit the notification about your exercising of the right of withdrawal before the cancellation period expires.

### Consequences of withdrawal

If you withdraw from this contract, we are to pay back to you all payments that we have received from you, including the delivery costs (with the exception of the additional costs that result from you choosing another form of delivery than the cheapest, standard delivery we offered), immediately and at the latest within fourteen days from the day on which the notification about your withdrawal from this contract was received by us. To make this repayment, we use the same method of payment that you used when making the original transaction, unless we explicitly agree otherwise with you; in no case are you charged fees due to this payment. We can refuse the repayment until we have either received the goods back or until you provide evidence that you have sent back the goods, whichever is the earliest.

You are to send back or hand over the goods to *GMK electronic design GmbH, Daimlerstraße 8, 92533 Wernberg-Köblitz* immediately and in all cases at the latest within fourteen days from the day on which you inform us of your withdrawal from this contract. The period is observed when you send the goods before the period of fourteen days expires.

You bear the direct costs of sending back the goods.

You must only compensate for any loss of value of the goods if this loss of value is attributable to unnecessary handling by you to inspect the characteristics, properties and functioning of the goods.

## Withdrawal form template

If you would like to withdraw from the contract, please complete this form and sent it back to us.

To

GMK electronic design GmbH  
Daimlerstraße 8  
92533 Wernberg-Köblitz

e-mail: [info@unigey.net](mailto:info@unigey.net)  
Fax: +49 9604 92 18

I/we (\*) hereby withdraw from the contract I/we (\*) have concluded concerning the purchasing of the following goods (\*) / the rendering of the following services (\*)

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Ordered on (\*) \_\_\_\_\_ / received on (\*) \_\_\_\_\_

Name of the consumer(s)

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Address of the consumer(s)

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Signature of the consumer(s) (only for notification on paper)

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Date

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(\*) Please delete as appropriate.

§ 8.3 Please avoid damage and soiling. Please return the goods to us where possible in the original packaging with all accessories and with all packaging components. Where possible, use protective outer packaging. If you no longer possess the original packaging, please provide sufficient protection against transport damage by using suitable packaging in order to prevent compensation claims due to damage as a result of inadequate packaging.

§ 8.4 Please note that the modalities stated in paragraph 8.3 are not a prerequisite for the effective execution of the right of withdrawal.

## **§ 9 Transport damage**

§ 9.1 If goods are delivered with obvious transport damage, please report such faults to the carrier immediately and contact us as soon as possible (*Tel.: +49 (0)9604 90 92 0, e-mail: [info@unikey.net](mailto:info@unikey.net)*)

§ 9.2 Failure to file a complaint or make contact has no effect on your statutory warranty rights. However, you help us to be able to exercise our own claims against the carrier or transport insurance company.

## **§ 10 Warranty**

The statutory warranty rights exist for the items offered in our shop.

## **§ 11 Final provisions**

If a provision of these General Terms and Conditions of Business should be invalid, the rest of the contract shall remain valid. In place of the invalid provision, the relevant legal provisions apply.