

General terms and conditions of Sunload Mobile Solutions GmbH (Sunload™)

1. General - scope

(1) All deliveries, services and offers from Sunload™ are only undertaken exclusively based on these “General terms and conditions for consumers” (hereinafter referred to AGB) of Sunload™. These AGB are an integral part of all contracts that Sunload™ enters into with consumers (hereinafter called customers) within the meaning of § 13 BGB (Commercial Code) for the products distributed by Sunload™. These AGB also apply to all future deliveries, services and offers of Sunload™ to its customers, even if the validity of these AGB is not explicitly agreed again.

(2) Sunload™ employees are never entitled to make verbal agreements with the customer that deviate from these AGB.

(3) Only these AGB apply. Any contrary conditions or customer conditions that differ from these AGB will not be recognised unless Sunload™ has agreed to them in writing. These AGB also apply even if Sunload™, in awareness of the customer’s conditions to the contrary, accepts the offer to conclude a contract without reservation.

2. Conclusion of the contract

(1) The presentation of goods in the Internet does not represent an offer; it is simply an invitation to the customers to submit an order offer. All technical or any other reasonable deviations with regard the shape, colour or weight of goods shown on the website www.sunload.de reserved.

(2) On submitting an order for the required goods, the customer declares a binding contract offer for concluding a contract for the delivery and services of the products distributed by Sunload™. The customer is bound to this offer for a period of 10 days.

(3) Sunload™ is entitled to reject the order e.g. after checking the credit rating of the customer.

(4) After the receipt of the electronic order, the contract text is saved by Sunload™ and sent to the customer at the latest on conclusion of the contract together with the legally effective and applicable AGB per e-mail.

(5) A contract is concluded as soon as Sunload™ accepts the offer by the customer in writing within a period of 10 days after the order has been submitted. Decisive for the punctuality of the acceptance declaration is when it is received by the customer.

(6) The contract is always concluded subject to the proviso that Sunload™ will not or only partially perform to the customers in the event of non-conforming deliveries to us of the ordered goods. This only applies when the failed delivery is not the responsibility of Sunload™. In the event of non-availability or only partial availability of

the goods, Sunload™ will undertake to inform the customer immediately. Any compensation already received from the customer relating to these goods must be reimbursed immediately.

(7) Sunload™ reserves the right to restrict customer orders to usual household quantities.

3. Reservation of title

(1) Sunload™ reserves the title to the ordered goods until complete payment of the agreed purchase price.

(2) The customer will undertake to treat the goods of reserved title carefully and in particular not to sell these to third parties or transfer the property in any way to third parties. If maintenance and servicing work is required, the customer must undertake this on a regular basis at his expense. The customer must inform Sunload™ immediately in writing of all accesses to the goods by third parties, in particular of all compulsory enforcement measures and about any damage to the goods or destruction of the goods. The same applies if the ownership of the goods changes or if the customer's address changes. The customer must reimburse Sunload™ for any damage caused by a breach of these duties for which he is responsible.

(3) In case of non-conforming contractual behaviour by the customer, in particular in the case of delayed payment, Sunload™ is entitled to demand the return of the reserved goods from the customer if Sunload™ cancels the contract.

4. Right to cancellation

Right to cancellation

The customer may cancel his contract declaration within four weeks in writing (e.g. letter, fax, e-Mail) without stating any reason or – if he has received the goods before the end of the deadline, by returning the goods.

The deadline starts after this information is received in writing, however not before the receipt of the goods by the customer. To meet the cancellation deadline, punctually shipment of the cancellation of goods will suffice.

The cancellation must be sent to:

Sunload Mobile Solutions GmbH

Ullsteinstraße 108

12109 Berlin

represented by the general manager Mr Ulrik Schöneberg, ibidem

E-Mail: info@sunload.de

Cancellation consequences

In the event of a valid revocation of this agreement, each party shall return to the respective other party the benefits received and any applicable usage compensation (e.g. interest). If the customer cannot return the received benefits or only partially or only in an impaired condition to Sunload™, he must compensate Sunload™ appropriately. This does not apply to the surrender of the goods, if the impairment of the goods can be exclusively traced back to their inspection – which was not possible in the shop. Also, the customer can avoid his duty to provide compensation for impairment caused by proper use of the goods by not using the goods as his property and by not undertaking anything that might impair its value. Goods that can be returned in packages must be sent at the risk of Sunload™. Goods that cannot be sent in packages will be collected from the customer. The duty to reimburse payments must be satisfied within 30 days. This period starts for you on sending the cancellation declaration or when the customer sends the goods; for Sunload, when these are received.

5. Purchase price and payment

(1) All prices stated by Sunload™ are in Euro and apply ex warehouse incl. packaging and plus the statutory rate of VAT.

(2) In addition to the agreed purchase price, the customer must also bear the costs for sending the goods incl. the costs for the conclusion of transport insurance.

(3) The payment of the purchase price is due 10 days after the bill has been received. After the end of this term, the customer is deemed in arrears without a further reminder and, during the period of arrears, an interest rate of 5% above the basic rate of interest will be charged on the due sum.

(4) The customer is only entitled to offset payments if his counter-claims have been legally enforced or if these have been recognised in writing by Sunload™. The customer is only entitled to withhold payment on the basis of counter-claims resulting from the same contractual relationship.

6. Passage of risk

(1) The risk of accidental perishing and accidental impairment of the sold goods passes to the customer on transfer of the goods.

(2) The transfer is deemed effective if the customer delays acceptance.

7. Warranty

(1) The customer can choose between reworking or the delivery of a new item. However Sunload™ is entitled to refuse the type of selected supplementary performance if this would involve disproportionately high costs and the other type of supplementary performance would not involve significant disadvantage for the customer.

(2) If the supplementary performance fails, the customer has the right to choose between a deduction of the price or revoking the contract and demanding compensation. In the case of slight faults, the customer does not have the right to cancel. The conditions stated below in section 8 apply to claims for damages.

(3) The customer must notify Sunload™ of any obvious faults in writing within two weeks of receiving the goods.

8. Limitation of liability

(1) Claims by the customer due to obvious faults are excluded if the customer does not notify Sunload™ of the fault within a period of two weeks after receiving the goods.

(2) Sunload™ is only liable for contractual and non-contractual claims for damage by the customer in the case of intent or gross negligence. However, if important contractual duties are breached, in the case of default by Sunload™ and in the case of failure of performance for reasons for which Sunload™ is responsible, Sunload™ is liable for culpable contractual breaches by its employees and vicarious agents. Except for intent/gross negligence by Sunload™ and gross negligent behaviour of its statutory agents, employees or vicarious agents, the liability of Sunload™ is limited to the typical damage that could be foreseen when concluding the contract.

(3) The above-mentioned liability limitations do not apply to injury to life or limb, or health or in cases of applicable statutory regulations such as e.g. the product liability laws.

(4) Sunload™ is only liable for its own content on its online shop websites. If Sunload™ allows links to other websites, Sunload™ is not responsible for the content of these third-party websites. Sunload™ does not make the third-party content its own.

9. Data protection

The collation, saving and processing of personnel data from customers is performed according to the specifications of the data protection declaration that can be seen under the section [Datenschutz&Sicherheit](#) [Data protection& security].

10 Final provisions

(1) The laws of the Federal Republic of Germany apply. In the case of customers that do not conclude the contract for professional or commercial purposes, this choice of applicable law only applies if the protection granted by mandatory provision of the laws of the state in which the customer usually resides is not overridden.

(2) Place of fulfilment for all duties arising from the contractual relationship is the Sunload™ location.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

(4) If the customer does not have a general legal venue in the Federal Republic of Germany and if his place of residence or usual residence at the time the law suit is filed is not known, the legal venue will be that applicable to Sunload™.

(5) If parts or whole individual provisions in the contract with the customer including these General terms and conditions should be or become invalid, this will not affect the validity of the remaining provisions.

Data protection & security

Data protection declaration of the Sunload GmbH

The Sunload GmbH (Sunload) thanks you for visiting its website and your interest in its products. The satisfaction of its customers is Sunload's top priority, which is why effective protection of personal customer data is guaranteed. Sunload will treat your sensitive data with the utmost of confidentiality. To achieve the greatest possible level of transparency, the following explains what customer data is collated and how it is used:

1. Scope and application purpose of the collated data

Personal data, i.e. individual information about personal or factual circumstances of specific persons or identifiable persons are collated or used if this necessary for the reasoning, content-related context, amendment or termination of the contractual relationship with the customer for the purchase of Sunload products. To this end, data are collated and used, in particular to allow the contractual relationship to be created and processed, and for determining payments and accounting. These data include for example the name of the customer, date of birth, address, payment type (e.g. credit card number, bank account details), telephone number and e-Mail address.

2. Collation/use and deletion of master data

a. Only data relating to the person (e.g. name and address) and the contract features (e.g. order data, product choice etc.), which are required to form the contract or required for the content or amendments, are collated and used.

b. The master data are deleted at the end of the calendar year following the end of the contractual relationship, unless they are collated or used in accordance with section 3 and/or 4 as usage and/or accounting data or due to statutory provisions.

c. At the request of official authorities, Sunload may disclose information about master data for public prosecution purposes, to prevent danger by the state police, to comply with the legal assignment of the state

and federal offices for the protection of the constitution, federal intelligence service or the military counter intelligence service or to assert intellectual property rights.

3. Collation/use and deletion of usage data

a. Data relating to the features of the customer identification (e.g. name, address, IP-address) and the relevant purchase transaction (e.g. type and quantity of the selected goods, payment sum and payment method) are collated and used.

b. The collated usage data are always deleted after the purchase transaction has been completed or made anonymous unless this data has been collated and used in accordance with section 2 and/or 4 as master data and/or calculation data or for purposes defined by law. The data is only used beyond the end of the purchase transaction if it is necessary for further transactions or for accounting purposes.

4. Determining payment and billing

a. The data required for determining the payment sum and to perform the billing process are collated and used. The usage data outlined in section 3, namely the customer's address and the data required to determine the payment sum, are collated and used. This also includes information relating to effected payments with the booking date and, if necessary, data and information about cancellations by the customers.

b. If a specific purchase transaction is billed, the data required for determining the payment sum and for billing is stored for six months after the bill has been sent to the customer. If objections are raised relating to the payment sum or any other objections are lodged before the end of the six-month period or if the bills are not paid, the accounting data will be stored until the objections have been clarified in full or until payment of the bill. The data required for accounting are only collated and used above and beyond the period stated in paragraph 1 or 2, if these are collated and used in accordance with section 2 and/or 3 as master data and/or usage data or to comply with statutory provisions.

5. Handling data in the event of non-payment

If there is any actual evidence that can be used to indicate or prevent acquisition of services by fraud or any other illegal use of Sunload services, Sunload may collate and use personal data to enforce its own claims.

6. Blocking data

If statutory, official or contractual storage periods conflict with the deletion of personal data, the content of which is no longer necessary for satisfying the purpose of the storage, data will be blocked instead of deleted.