

# General Terms and Conditions and Customer Information – End customers

## § 1 Field of application

(1) These General Terms and Conditions shall exclusively determine the Conditions of Sale between you and us, the **SpaceControl GmbH, Am Technologiepark 10, D-82229 Seefeld**, represented by its manager, Dipl.-Ing. Bernd Gombert. Your sole contracting partner is SpaceControl GmbH.

(2) Any modifications of these General Terms and Conditions will be transferred to you in written form, per fax or per e-mail. These modifications are considered to be accepted by you, if you do not object within four weeks after you received the modifications. In case of a modification of the General Terms and Conditions, you will be informed separately about your right of objection and the legal consequences of your silence.

## § 2 Order, Indication of clients' data

(1) After having found your favored product, you can put it into your basket without obligation by clicking on **“to basket”**. You can always see the content of your basket without obligation by clicking on **“basket”**. You can remove your products from the basket by clicking on **„remove“** at any moment. If you want to buy the products in your basket, please click on the button **“next step”**. Then you will be invited to enter your personal data, your choice of payment and your confirmation of acknowledgement of these General Terms and Conditions, and this clients' information. You can cancel the order transaction at any time, or can finish it by clicking on the button **„completing the order”**

(2) By clicking on the **„completing the order“**-button you are making a legally binding order for the goods contained in the basket.. Our confirmation by E-Mail about receipt of your order will immediately follow your order. The sales contract is no yet legally binding after your getting the confirmation of receipt, but only with our confirmation of order, alternatively when you receive our delivery information or the goods themselves.

(3) Only persons of age can place orders. If required, you have to send us a copy of your identity card. You are obliged to indicate the data required for the order completely and accurately; this including the data that are given voluntarily.

## § 3 Data protection

(1) We exclusively use your personal data for the transaction of your order. All client data are saved and used in concordance with the relevant provisions of the Federal Data Protection Act (BDSG) and the German Act for Telemedia Services (TMG).

(2) At any time, you are entitled to being freely informed about your data stored by us, and also to claim any correction, barring or erasure of your data. Please e-mail to

[info@spacecontrol.de](mailto:info@spacecontrol.de) or send us your request per regular mail or fax.

(3) We will not provide third parties with your personal data (this including your address and e-mail-address) without your permission expressly given; it can be withdrawn at any time. Excluded from the aforementioned are our service partners that need your data for the order

processing (e.g. the mail-order firm, or the bank involved in the payment process). In these cases, we restrict the given data to the required minimum.

## **§ 4 Prices**

The prices given on our web-page are end-customer-prices including the separately shown actual German VAT. Shipment costs are charged additionally according to this [shipment costs chart](#).

We would like to point out expressly on the fact that for deliveries to Non-EU-foreign-customers, additionally to the aforementioned total invoice price (end-customer-price and shipment costs), possibly considerable customs and custom related administration fees can arise. Especially, they differ very much within the US-American federal states, due to the differing stipulations. These are charged by and paid to the country of importation, and are to be borne by you. These customs and custom related administration fees cannot be shown on our invoices.

For orders from abroad, we are allowed to request supplemental information from you for to fulfill our own fiscal duties.

## **§ 5 Conclusion of contract**

Our presentation of our goods is not la legally binding offer of our party. Only your order of certain goods is la legally binding offer pursuant Art. 145 German Civil Code (BGB). If we accept your offer, we will send you a confirmation of order by e-mail, which constitutes the legally binding contract.

Alternatively, you can send your order by fax to +49 (0) 8152 – 90968 - 59  
or call us: +49 (0) 8152 – 90968 - 10

You can reach us Mondays to Fridays, as of 8 am. to 4 pm, except for public holidays.

## **§ 6 Credential**

As far as we grant reduced prices for a certain good in its detailed specification for educational purposes, you have to procure us with a credential regarding this qualification. The order processing and the successive delivery will only be initiated after we received the credential. The single members of the following academic institutions must procure the following specific credentials:

### **Accepted credentials (with apparent validity period):**

- *Scholars of comprehensive or vocational schools, students:* certificate of enrollment
- *Teachers, tutors, lecturer, employees:* Certificate of employment, signed by the Head of the Institution (stamped and stating name and address of the educational institution)

### **Please send the credential to:**

+49 (0) 8152 – 90968 – 59

by e-mail: [info@spacecontrol.de](mailto:info@spacecontrol.de)

Postal address:  
SpaceControl GmbH  
Am Technologiepark 10  
D-82229 Seefeld

## **§ 7 Terms of payment**

The payment will be effected at your option by credit card (we use the „SSL-procedure“ to encode the transfer of your personal data), or per bank transfer. If procured by our web-shop, you can also pay per check or by C.O.D. The purchase price is due in contemporaneous performance with the delivery of the goods, if C.O.D. has been chosen by the customer; otherwise, it is due with our order confirmation.

## **§ 8 Vouchers**

We grant vouchers to our clients during special promotions. These vouchers can only be used in our online-shop, where during the order process a voucher code must be entered. Every voucher can be used only once. Per order, only one voucher can be used. The vouchers are transferable. Moreover, they can be limited or restricted, as specified in the text of the voucher. If a voucher has expired or cannot be used in a special order process, you will be informed about this before you have concluded your order process. The value of the voucher will not be disbursed in cash.

## **§ 9 Retention of title, Rescission in case of default of payment**

We shall retain full title of the goods that have been delivered until you have paid entirely.. If you are in default for payment for more than ten days, we are entitled to rescind the contract and to recall the goods.

## **§ 10 Terms of delivery**

(1) We deliver the goods according to the terms agreed with you. Shipping costs are indicated according to the shipping method as chosen by you, and are shown separately on the invoice.. We point out that for deliveries abroad the shipping costs, the customs duties or fees can increase considerably.

(2) If the product specification does not contain deviant information, delivery will be effected within ten days after the confirmation of order. In case of delay, we will inform you within five days after your order. Dates or terms of delivery that are deviant to the aforementioned are only binding with our written confirmation.

(3) If the delivery fails, or if we do not deliver as specified in the contract, you are obliged to set as a time limit of two weeks. Otherwise, you are not entitled to rescind the contract.

(4) We can initiate part-deliveries, if this is reasonable for you. Additional delivery costs are only charged if they were agreed expressly.

## **§ 11 Costs of return shipment for customers**

You must bear the regular costs of the return shipment (as far as you execute your legal right of revocation as a consumer) if the delivered goods correspond to the ordered goods, and if the price of the resented goods does not exceed the amount of 40 Euros, or if the price exceeds the 40 Euros and at the date of revocation you have not yet rendered service in return or given a contractual part payment.

Otherwise, the return shipment is exempt from charges.

## **§ 12 Warranties**

(1) The warranty follows the legal stipulations, restricted to the fact that in case of defect at our option, we replace the defect goods, or amend it. If the amendment fails or if the replaced goods are defective, you can return the goods and be refunded completely, or you can keep the goods with a reduction of the purchase price.

(2) For manufacturer's warranties, please refer to the product specification.

(3) The statute of limitation for the delivered goods is limited to two years, starting with the receipt of the goods.

## **§ 13 Restriction of liability**

(1) We shall only be liable for damages other than caused by culpable injury of life, limb or health of customer in the event of malice aforethought or gross negligence..

(2) We shall be liable for every culpable breach of a cardinal contractual duty that endangers the fulfillment of the contract's aim, or for culpable breach of those duties whose fulfillment enables the performance of a contract and on whose compliance you generally rely. In the event of slight negligence of SpaceControl or its vicarious agents we are only liable for the foreseeable damage typically occurring.

(3) Liability on the basis of the Product Liability Act shall apply without limitations.

## **§ 14 Miscellaneous**

(1) The legal relationship between the parties is exclusively governed by German Law, international purchase laws shall not apply. This shall, in particular, refer to the UN Convention (CISG) on the International Sale of Goods. Mandatory provisions of the State of your ordinary residence shall remain unaffected.

(2) To the extent that you have no residence or regular address in Germany or you change your principal address to move abroad after the conclusion of the contract, or if your principal address is not known at the moment of bringing a suit, the sole place of jurisdiction of any suits is Munich (our principal place of business).

(3) The invalidity of any provision of these general terms and conditions of sale shall not affect the validity of other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.