

## General Terms of Purchase and Delivery for the Sale of Products via the Webshop "blukii eShop" of Schneider Schreibgeräte GmbH with its registered office in D-78144 Schrumberg

(last update December 2012)

### 1. Provider, Scope, Consumer, Entrepreneur

- 1.1 The provider of the products offered for sale on the homepage [www.blukii.com](http://www.blukii.com) in the "blukii eShop" Webshop is:

Schneider Schreibgeräte GmbH  
Schwarzenbach 9  
78144 Schrumberg  
Germany  
Telephone: +49-7729-8880  
Telefax: +49-7729-88888  
E-mail: [info@schneiderpen.de](mailto:info@schneiderpen.de)  
Internet: [www.schneiderpen.com](http://www.schneiderpen.com)  
Commercial Register: Amtsgericht Stuttgart, HRB 480143  
Directors: Roland Schneider, Christian Schneider,  
Frank Groß  
VAT ID No.: DE 142 820 992

- 1.2 The sale of products via the "blukii eShop" Webshop is based solely on the present General Terms of Purchase and Delivery. Customer's terms opposing or not included in our General Terms of Purchase and Delivery will not be recognised.
- 1.3 Customers are deemed to be consumers if they conclude the contract for a purpose which may be assigned neither to their commercial nor to their self-employed vocational activity. Customers are deemed to be entrepreneurs if, at the time of contract closure, they act in the exercise of their commercial or self-employed vocational activity.

### 2. Contract closure

- 2.1 Customers may select products from the provider's range of products and place these in a so-called shopping basket by pressing the button "ADD TO CART". At the end of the ordering process, the customer places a binding order for the purchase of the goods in the shopping basket by pressing the button "ORDER UNDER PAYMENT LIABILITY". Before sending the order, the customer may at any time view and change the data. The order may be placed and sent only if the customer first acknowledges and accepts these General Terms of Purchase and Delivery by clicking the box "ACCEPT TERMS" and thereby includes these in his order.
- 2.2 The provider then sends the customer a confirmation of order by e-mail in which the customer's order and these General Terms of Purchase and Delivery are listed once more and which the customer may print by pressing the "Print" button. The contract comes about upon the confirmation of order being received by the customer.
- 2.3 When purchasing the products, the customer may select the following languages: German, English.

### 3. Delivery, availability of goods

- 3.1 If, at the time of ordering, the products selected by the customer are permanently unavailable, provider reserves the right not to accept the order, with the effect that no contract is brought about. The customer will be notified in such case and any payment made by customer will be immediately reimbursed.
- 3.2 If the product described by the customer is temporarily unavailable, the provider will also notify the customer immediately in the confirmation of order. If the delay in delivery exceeds two weeks, the customer has the right to withdraw from the contract, with the provider also having the right to rescind the contract. Any payments made by the customer will be immediately reimbursed by provider.

### 4. Reservation of title

The delivered items remain the provider's property until payment is made for the items.

### 5. Prices and shipment charges

- 5.1 All prices quoted in provider's "blukii eShop" webshop are given inclusive of the current rate of value added tax.
- 5.2 The applicable shipment charges are given to the customer in the order form and are to be paid by the customer unless the customer exercises his right to revoke.
- 5.3 The modes of shipment shown during the ordering process are available for shipping the goods. The shipment risk is borne by the provider if the customer is a consumer.

### 6. Payment modalities

- 6.1 The modes of payment shown at the closure of the ordering process are available to the customer.
- 6.2 Payments are handled solely via PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, authorised agent: Robert Caplehorn, Commercial Register No.: R.C.S. Luxembourg B 118 349.
- 6.3 The provider does not store the data entered when paying via PayPal. The payment service provider's privacy and data protection provisions apply.
- 6.4 The payment of the purchase price is due immediately upon contract closure. If the date due of the payment is determined by calendar, the customer is in default by failure to pay. In such case the customer owes the provider interest on arrears of 5 percentage points p.a. above the base rate of interest. If the customer is an entrepreneur, he owes the provider interest in arrears of 8 percentage points p.a. above the base interest rate.
- 6.5 The customer's obligation to pay interest on arrears does not exclude the assertion of further default losses by provider.

### 7. Rights in the event of defects, warranty

- 7.1 The provider is liable for defects under the applicable statutory provisions, in particular §§ 434 et seq. BGB (German Civil Code).
- 7.2 If the customer is an entrepreneur as defined under para. 1.3 above, claims for material defects are statute-barred within 12 months after surrender of the goods.
- 7.3 An additional warranty for the goods supplied by the provider exists only if expressly stated in the confirmation of the order for the appropriate article.

### 8. Liability, codes of conduct

- 8.1 The provider is liable in compliance with the appropriate provisions of the Product Liability Laws and in the event of inability and impossibility for which provider is responsible. Provider is also liable for damage under the statutory provisions in the event of intent, gross negligence, assumption of a warranty and for the impairment of life, limb or health for which provider is responsible. If the provider otherwise infringes with slight negligence an essential contractual duty or a cardinal duty, i.e. duties the fulfilment of which allows the proper performance of the contract and on the observance of which the customer may regularly rely, and duties the breach of which jeopardises the accomplishment of the purpose of the contract, the provider's liability for damages is limited to the predictable damage typical for the contract. In all other cases of liability, claims for damages arising from the infringement of a duty of obligation and for tort shall be ruled out.
- 8.2 If the provider's liability is ruled out or limited by virtue of the foregoing provisions, this also applies to the personal liability of the provider's executives, employees, workers, agents and vicarious agents.
- 8.3 The provider has joined the code of honour of the PBS industry and has undertaken in writing to consider the code of honour as binding for his business activities in the PBS industry. The code of honour of the PBS industry, as amended, and the council of honour's code of procedure for business disputes in the PBS industry can be viewed under [www.pbs-ehrenkodex.de](http://www.pbs-ehrenkodex.de).

## 9. Consumer's right to revoke

- 9.1 If the customer is a consumer within the meaning of para. 1.3 lit. 1 of these General Terms of Purchase and delivery, he has the right to revoke pursuant to § 312d in conjunction with § 355 BGB.
- 9.2 If the customer revokes the purchase contract, the customer must pay the regular costs for the return consignment if the goods delivered correspond to the goods ordered and if the price of the goods to be returned does not exceed 40.00 Euros or if the customer, if the price of the goods is higher at the time of revocation, has as yet not provided the consideration or the contractually agreed part payment.

### Instruction on the right to revoke

#### Right to revoke

You may revoke your contract within 14 days without giving reasons in wording (e.g. by letter, telefax or e-mail) or - if you are permitted to use the item prior to the expiry of the period - by returning the item. The period commences after receipt of these instructions in wording, but not before receipt of the items by the consignee (or, in the event of recurring deliveries of similar goods, not before receipt of the first partial delivery) and also not before we have complied with our duty to give information pursuant to Article 246 § 2 in conjunction with § 1 Section 1 and 2 EGBGB (Introductory Law of the German Civil Code) and our duties under § 312g Section 1 lit. 1 BGB in conjunction with Article 246 § 3 EGBGB, and also not before contract closure. The period allowed to revoke is deemed to be satisfied if the letter of revocation or the item is sent in good time. The revocation is to be addressed to:

#### By letter:

Schneider Schreibgeräte GmbH  
Schwarzenbach 9  
D-78144 Schramberg

E-mail: [eshop@blukii.com](mailto:eshop@blukii.com)

#### Return of the item:

Schneider Schreibgeräte GmbH  
Rücksendung blukii  
Schwarzenbach 9  
D-78144 Schramberg

#### Consequences of the revocation

In the event of an effective revocation, any mutually received performances must be returned and any benefits (e.g. interest) must be surrendered. If you are unable to return the performance received in whole or in part or only in a deteriorated condition, you must to this extent provide us with value compensation. You must provide value compensation for the deterioration of the item or for the performance received only if the use or the deterioration is due to the handling of the item which goes beyond the normal inspection of the properties and of the function of the item. "Inspecting the properties and the function" is understood to be testing and trying out the appropriate goods considered possible and usual in a shop, for instance. Packaged items ready for shipment are to be returned to us at our risk. You must pay the regular costs for the return consignment if the goods delivered correspond to the goods ordered and if the price of the goods to be returned does not exceed 40.00 Euros or if you, if the price of the goods is higher at the time of revocation, has as yet not provided the consideration or the contractually agreed part payment. In any other case, the return of the goods is free of charge for you. Packaged items not ready for shipment will be picked up from you. The duty to reimburse payments must be satisfied within 30 days. This period commences for you on the date you send the declaration of revocation or the item, for us, on the date of receipt of the declaration or the item.

End of the instructions on the right to revoke

- 10.1 The provider collects customer's data in the course of performing the contracts. The provider observes the provisions and regulations of the Federal Data Protection Act and of the Telemedia Laws. Without the customer's consent, the provider will collect, process or use the customer's inventory or user data only to the extent required to perform the contract and for using and accounting the telemedia
- 10.2 Without the customer's consent, the provider will not use the customer's data for the purpose of advertising, market or opinion research.
- 10.3 In the course of registration, the registered customer's data will be saved in their account. The customer may at any time retrieve and change his profile data by pressing the button "My Account".

## 11. Governing law, forum

- 11.1 These General Terms of Purchase and Delivery and the contracts made between the provider and the customer are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on the International Sale of Goods.
- 11.2 If the customer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a Special Federal Fund under public law, jurisdictional venue and forum for any disputes arising from the contractual relations shall be in the courts of law at provider's registered place of business.

## 10. Notes on data processing