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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 (Olaf Niemann) via the www.sammlermarkt-nord.net 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) As soon as you place the respective product on our website, we shall submit to you a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the item description.

(3) The contract is concluded via the online shopping cart system as follows:

The goods intended for purchase are placed in the "shopping cart". You can call up the "shopping cart" using the corresponding button in the navigation bar and make changes there at any time. After clicking the button "Checkout" or "Proceed to order" (or similar designation) and entering the personal data as well as the payment and shipping conditions, the order data will finally be displayed to you as an order overview.
If you use an instant payment system (e.g. PayPal (Express/Plus/Checkout), Amazon Pay, Sofort) as your payment method, you will either be taken to the order overview page in our online shop or forwarded to the website of the provider of the instant payment system. If you are forwarded to the relevant instant payment system, choose and/or enter your data as appropriate. Finally, on the website of the provider of the instant payment system or, after you have been directed back to our online shop, the order data will be displayed as an order overview.

Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on your web browser) any information on the order summary page, or to cancel the purchase.
By sending the order via the corresponding button ("order with obligation to pay", "buy" / "buy now", "order with obligation to pay", "pay" / "pay now" or similar designation) you declare the legally binding acceptance of the offer, whereby the contract is concluded.

(4) You are not bound by your enquiries regarding the creation of an offer that have been conveyed to us. We supply you with a textual and binding offer (e.g. via e-mail), which you can accept within a period of 5 days.

(5) The processing of the order and the transmission of all information required in connection with the conclusion of the contract are carried out partly automatically via email. You must therefore ensure that the email address you have provided

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to us is correct and that you are technically able to receive emails.

§ 3 Special agreements related to the offered payment methods

(1) Payment via "PayPal" / "PayPal Checkout"
If you select a payment method offered via "PayPal" / "PayPal Checkout", the payment will be processed via the payment service provider PayPal (Europe) S.à.r.l. et Cie, S.C.A. (22-24 Boulevard Royal L-2449, Luxembourg; "PayPal"). The individual payment methods via "PayPal" will be displayed to you under a correspondingly designated button on our Internet presence as well as in the online ordering process. "PayPal" may use other payment services for payment processing; if special payment conditions apply, you will be informed of these separately. You can find more information on "PayPal" at https://www.paypal.com/de/webapps/mpp/ua/legalhub-full.

§ 4 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.

§ 5 Warranty

(1) The statutory warranty rights are applicable.

(2) If we notify you of this prior to the submission of the contract declaration and this has been expressly and separately agreed, the limitation period for claims for defects in used goods shall be one year from the date of delivery of the goods. The above limitation does not apply:

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- for culpable damage attributable to us arising from injury to life, limb or health and in the case of other damage caused intentionally or by gross negligence;
- insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the goods.

(3) 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.

(4) If a characteristic of the goods deviates from the objective requirements, the deviation shall only be deemed to be agreed if you were informed of the same by us before submitting the contractual declaration and the deviation was expressly and separately agreed between the contracting parties.

(5)

Insofar as you are an entrepreneur, the following shall apply in deviation from the above warranty provisions: **a)** Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other advertising, public promotions and statements by the manufacturer. **b)** In the event of defects, we shall, at our discretion, provide warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your option, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the goods or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to bear the increased costs arising from the transport of the goods to a place other than the place of performance, unless such transport is in accordance with the intended use of the goods. **c)** The warranty period shall be one year from delivery of the goods. The shortening of the period shall not apply - for culpable damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence; - insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item; - in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness; - in the case of statutory rights of recourse that you may assert against us in connection with rights arising from defects.

§ 6 Choice of law

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

§ 7 Protection of minors

(1) For the sale of goods, that are subject to the regulations of child welfare protection law, we only deal with contractual relationships with customers who have reached the legally prescribed minimum age.
Any age restrictions are referred to in the respective item descriptions.

(2) By submitting your order, you assure that you have reached the legally prescribed minimum age and that your details as regards your name and your address are correct. You are under obligation to ensure that only you or other persons authorised by you to accept the delivery, who have reached the legally prescribed minimum age, can take delivery of the

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goods.

(3) As long as we are under obligation by the legal provisions to carry out an age verification, we instruct the logistics service provider commissioned with the delivery to hand over the delivery only to persons who have reached the legally prescribed minimum age, and in case of doubt, to request for the identity card of the person accepting the product for the purpose of age verification.

(4) As far as we show, beyond the legally prescribed minimum age in the respective item description, that you must have completed 18 years of age to be able to purchase the item, the aforementioned sections 1-3 are applicable providing that instead of the legally prescribed minimum age, the legal age must be reached.

§ 8 Weapons sales

(1) When selling goods that are covered by the Weapons Act, we shall only enter into contractual relationships with customers who are of legal age.

For goods that are listed in Annex 2 of the Weapons Act as subject to licensing, you must additionally produce proof that you possess a valid weapons permit. For goods that are listed in Annex 2 of the Weapons Act as prohibited, you must additionally produce proof that you possess a valid exemption under Section 40(4) of the Weapons Act. Reference is made to these sale restrictions in the respective article descriptions as follows: “Delivery only to persons who are 18 years or older”, “Delivery only to holders of a purchase licence”, “Delivery only to holders of an exemption”.

(2) By submitting your order, you guarantee that you are at least 18 years old and that your information regarding your name and address are correct. You further undertake that only you yourself shall receive the goods on delivery.

(3) We shall instruct the logistics service provider commissioned with the delivery to hand over the goods to you only after verifying your age and identity.

For goods that are listed in Annex 2 of the Weapons Act as subject to licensing, you must additionally show your purchase licence to the logistics service provider before the handover of the goods. For goods that are listed in Annex 2 of the Weapons Act as prohibited, you must additionally show your exemption to the logistics service provider before the handover of the goods.

II. Customer information

1. Identity of the seller

Olaf Niemann
Sandkoppel 12
24800 Elsdorf-Westermühlen
Germany
Telephone: 04332996496

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E-Mail: info@sammlermarkt-nord.net

We are neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

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.

3.3 You will be sent all contractual information within the framework of a binding offer in written form, via E-mail for example, for quotation requests outside of the online shopping basket system, which can be printed out or saved electronically in a secure manner.

4. Codes of conduct

4.1 We are voluntarily subject to the Käufersiegel quality criteria of Händlerbund Management AG which can be viewed at: https://www.haendlerbund.de/de/downloads/kaeufersiegel/kaeufersiegel-zertifizierungskriterien.pdf.

5. Main features of the product or service

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

6. Prices and payment arrangements

6.1 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.

6.2 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.

6.3 If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

6.4 You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

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6.5 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.

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

7. Delivery conditions

7.1 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.

7.2 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.

8. 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/de/leistungen/rechtssicherheit/agb-service.