

# ▲ TEAMACTIVES

## General Terms and Conditions (GTC)

---

### **1 Scope**

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Johannes Lambert - TEAMACTIVES (hereinafter referred to as "Seller"), apply to all contracts for the delivery of goods, which a consumer or entrepreneur (hereinafter referred to as "Customer") concludes with the Seller with regard to the goods presented by the Seller in its online shop. The inclusion of the Customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 These General Terms and Conditions shall apply mutatis mutandis to contracts for the delivery of license keys, unless otherwise expressly agreed. In this context, the seller owes the provision of a license key for the use of the software or content described by him as well as the granting of the contractually agreed rights to use the respective software or content. The customer does not acquire any intellectual property rights to the software or content. The respective product description in the online shop of the seller is decisive for the quality of the software or content.

1.3 A consumer within the meaning of these General Terms and Conditions is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

### **2 Conclusion of contract**

2.1 The product descriptions contained in the online shop of the seller do not represent binding offers on the part of the seller, but serve to submit a binding offer by the customer.

2.2 The customer can submit the offer via the online order form integrated into the seller's online shop. In doing so, after placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping cart by clicking the button that concludes the ordering process.

2.3 The seller may accept the customer's offer within five days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the customer is decisive, or
- by delivering the ordered goods to the customer, in which case the receipt of the goods by the customer is decisive, or
- by requesting payment from the customer after the customer has placed an order.

If several of the aforementioned alternatives exist, the contract shall be concluded at the time when one of the aforementioned alternatives occurs first. The period for the acceptance of the offer begins on the day after the sending of the offer by the customer and ends with the expiry of the fifth day following the sending of the offer. If the Seller does not accept the Customer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the Customer shall no longer be bound by its declaration of intent.

2.4 When submitting an offer via the Seller's online order form, the text of the contract shall be stored by the Seller after the conclusion of the contract and transmitted to the Customer in text form (e.g. e-mail, fax or letter) after the Customer has sent his order. The seller does not make the text of the contract accessible beyond this.

2.5 Before bindingly placing an order via the Seller's online order form, the Customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the display on the screen is enlarged. The customer can correct his entries during the electronic ordering process using the usual keyboard and mouse functions until he clicks the "Complete order process" button.

2.6 The German and English languages are available for the conclusion of the contract.

2.7 Order processing and contacting usually take place via e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct, so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

### **3 Right of withdrawal**

3.1 Consumers are generally entitled to a right of withdrawal.

3.2 Further information on the right of withdrawal can be found in the seller's cancellation policy.

### **4 Prices and terms of payment**

4.1 Unless otherwise stated in the Seller's product description, the prices quoted are total prices. Sales tax is not shown, as the seller is a small business in the sense of the UStG. Any additional delivery and shipping costs are indicated separately in the respective product description.

4.2 The payment option(s) will be communicated to the customer in the seller's online shop.

4.3 If a payment method offered via the payment service "mollie" is selected, the payment will be processed via the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, The Netherlands (hereinafter: "mollie"). The individual payment methods offered via mollie are communicated to the Customer in the Seller's online shop. For the processing of payments, mollie may make use of further payment services, for which special payment conditions may apply, to which the Customer may be informed separately. Further information on "mollie" is available on the Internet at <https://www.mollie.com/de/>.

### **5 Delivery and shipping conditions**

5.1 The delivery of goods is made by shipping to the delivery address specified by the customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive.

5.2 If the delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result. This does not apply with regard to the costs for the return shipment if the customer effectively exercises his right of revocation. In the event of an effective exercise of the right of revocation by the Customer, the provision made in the Seller's revocation instructions shall apply to the costs of returning the goods.

5.3 The seller reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the General Terms and Conditions (GTC) non-delivery and the Seller has concluded a specific covering transaction with the supplier with due diligence. The Seller shall make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately and the consideration will be refunded without delay.

5.4 Self-collection is not possible for logistical reasons.

5.5 License keys are provided to the customer by e-mail and by display on the screen.

## **6 Granting of rights of use for license keys**

6.1 The licence key provided entitles the customer to use the software or content specified in the respective product description to the extent described therein.

6.2 The granting of rights shall only become effective when the customer has paid the remuneration owed in full.

## **7 Retention of title**

7.1 If the Seller makes advance performance, it shall retain title to the goods delivered until the purchase price owed has been paid in full.

## **8 Liability for defects (warranty)**

8.1 If the purchased item is defective, the provisions of the statutory liability for defects shall apply.

8.2 If the customer is acting as a consumer, he is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller of this. If the customer does not comply with this, this shall have no effect on his statutory or contractual claims for defects.

## **9 Applicable law**

9.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties to the exclusion of the laws on the international purchase of movable goods. In the case of consumers, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

## **10 Alternative dispute resolution**

10.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

10.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.