

General Terms and Conditions
Especially Selected Trading e.K.

§ 1 Effectivity

1. All business relationships between the purchaser (hereinafter also referred to as the customer) and Especially Selected Trading e.K. (hereinafter also known as Especially Selected or referred to as supplier) are subject to the following General Terms and Conditions.
2. These General Terms and Conditions take precedence over all contradictory terms and purchase conditions which have not been recognized and apply to future transactions.
3. If any part of a provision in the General Terms and Conditions is ineffective, this shall not affect the validity of the remaining part of the provision, or other provisions.

§ 2 Admissions Confirmation

As Especially Selected sells to retailers, retailers get a wholesale price. In order to confirm if an inquiry comes from a retailer (and not from an end-consumer), we request to present a legal proof of company identity, such as a document of company registration, or a receipt that shows company tax payments.

Information on termination or changes in company ownership is to be provided to us in written form.

§ 3 Contract Realization and Invoice Issuance

1. Offer
Offers are not binding. Catalogs and price lists do not constitute a binding offer; they are valid only during their effective versions.

In case typographical errors or calculation errors should exist in the catalog and/or price lists, we reserve the right to justify the price calculations subsequently. In such cases, the purchaser is given the right of withdrawal from the contract, if the purchaser is not in agreement with the correct price calculation.

Drawings, illustrations, and descriptions to depict the models, designs, dimensions and weight in our offers are only an orientation to better visualize the product, unless explicitly stated. Especially Selected reserves the ownership and intellectual property

rights for drawings and illustrations, designs or models that are not provided to be freely used by the purchaser.

2. Contract

The purchaser is bounded to the contract, unless cancelled by Especially Selected as supplier, but longest until 8 weeks when the terms of acceptance expire.

A contract is realized when Especially Selected confirms the order submitted by the purchaser. Orders are to be sent to us in written form either per email, or by filling-out the Order Form and sending this to us per Fax or email attachment. The confirmation of the order is sent by Especially Selected (supplier) to the purchaser by email.

The order confirmation roughly specifies the scope of delivery. In case an item is not available for delivery, the purchaser will be informed per email.

3. Price

The prices provided in the price lists are net prices in EURO, excluding German VAT and packaging & delivery costs.

Calculations are made based on the valid prices on the day of contract.

The unit prices are valid for the items taken as a bundle. It is not possible to order less units than that specified in the bundle, unless there are no more available stocks, and the supplier (Especially Selected) informs the purchaser of this in written form.

4. Invoice Issuance

Invoices are issued by the supplier and sent to the purchaser per email. This will be provided in a printable format to the purchaser.

§ 4 Shipping and Transfer of Risk

With the conclusion of the contract, Especially Selected is obliged to ship the ordered items in good condition within the agreed dispatching time. In case not specified, the standard loading time of 4 - 8 weeks, from the date of contract, is considered agreed.

The shipping means will be decided by the supplier. The packaging of goods will be done in a way to accommodate the original product packaging. Transporting consideration, as well as environmental considerations will also be taken into consideration.

The risk is transferred to the purchaser upon dispatch of delivery. This is valid not only for full deliveries, but also for partial deliveries. Upon request of the purchaser, shipping can be insured against theft, breakage, transportation / fire / water damages as well as other insurable risks. In such cases, the insurance cost shall be shouldered by the purchaser.

Free shipping is available within Germany for orders from 500.- EURO net worth (excluding German VAT and shipping cost). Shipping costs are to be calculated and added for orders below 500.- EURO. Shipping outside of Germany is based on the international (or EU-wide) shipping costs of third-party logistic partners. Based on the dimensions and weight of the order, the supplier may provide an estimation of the shipping cost.

§ 5 Terms of Delivery and Rescission of Contract

1. As a rule, Especially Selected dispatches the orders within a few days after the confirmation of order. However, the dispatch can be delayed in case of unforeseen obstacles at the point of order confirmation, such as natural disasters, civil unrest, war, fire, embargo, labor disputes such as strikes or lockouts.
2. Since shipping is provided by a logistic service provided, we cannot guarantee the preciseness of the delivery times. The logistic partner alone may provide the estimated delivery, and Especially Selected as supplier have no influence on the time of delivery. As soon as the order is handed over from Especially Selected to the logistic partner, an email will be sent to the purchaser to inform of the dispatch.
3. Should a missing credit rating, or negligence of proprietary rights on delivered goods on the part of the purchaser, has been discovered after the contract has been realized, Especially Selected reserves the right to withdraw from the contract.
4. In case a specific model ordered by the purchaser is not available, the supplier may withdraw from the contract. In this case, the supplier is obliged to inform the purchaser of the unavailability of the product and to compensate for obligations that have already been fulfilled by the purchaser.
5. The supplier reserves the right to withdraw from the contract, or to demand for payment of damages, if the purchaser fails or refuses to accept the delivered goods within 2 weeks of attempts to get the goods delivered to the specified delivery point.

§ 6 Price, Due Date and Payment

1. The price at the time of order is the valid price. The prices in the price lists are net prices in EURO, exclusive of the German Value Added Tax (VAT) and packaging & shipping costs.
2. The invoices from Especially Selected should be settled within 21 days from the invoice date without discount, or within 8 days from the invoice date with 2% discount, unless specified otherwise.

3. We reserve the right to make a credit assessment through Schufa, Creditreform, or other institutes. We reserve the right to deliver the goods only after advance payment, instead of the regular payment terms for some orders.
4. Agreements for discount conditions must be expressed in written form. Deferral agreement require a written agreement. Offsetting our claims is only permitted with undisputed or legally established counterclaims.
5. For new customers, Especially Selected reserves the right to deliver the goods only against advance payment for the first few orders. With advance payment, the purchaser is entitled to 3% discount.

For deliveries outside of Germany, delivery of goods will be fulfilled only against advance payment, thereby with 3% discount.

§ 7 Liability for defective delivered goods

1. The purchaser is obliged to inspect the delivered goods immediately after receipt of the goods, checking for completeness of the delivery as well as for obvious defects. Obvious defects must be reported immediately and no later than 10 calendar days from the date of receipt, to the supplier in written form. The purchaser is obliged to notify of the defect by describing the damage, the order number, and date / time of delivery.
2. No guarantee is provided for damages incurred by incorrect usage, wrong handling of product or its accessories, or by applying excessive pressure / improper care.

„No-questions-asked“ returns are not possible. If items are not defective but only do not meet the way it was imagined to be, cannot be returned.

3. If the purchased item is defective, the warranty rights of the purchaser shall initially be limited to fulfilment in the form of rectification of the defect or a replacement delivery of an item without defects within a reasonable time period. The rectification or replacement delivery shall be performed at the expense of the Supplier.
4. If the rectification or replacement delivery is unsuccessful, the purchaser is entitled to withdraw from the contract or reduce the purchase price within the scope of the legal regulations.
5. Defects in part of the delivered goods does not entitle the purchaser the right to object the entire delivery.
6. The presentation of the products in the catalog is to be considered as a pure description of its specifications and is in no way a guarantee for the quality of the product. The illustrations may differ from the original product itself. Specific guarantee from Especially Selected must be expressed in written form for each of the products, if such guarantee should exist.

7. The limitation period for warranty claims is 12 months from the date of delivery.

§ 8 Reservation of Propriety Rights

1. Especially Selected retains ownership of the delivered goods until full payment of all claims, including ancillary claims and claims for damages. The customer is obliged to treat the goods with care during the existence of the retention of title.
2. The customer secures all future claims, irrespective of the legal reason (possible balance claim), together with costs, interest and sales tax.
3. The customer is entitled to resell the goods under retention of title in the ordinary course of business. The customer hereby assigns all claims that consist of the resale to his customers or against third parties.
4. If the goods are combined or processed by the customer with items owned by third parties (external items) or with items owned by the customer, we acquire co-ownership of the new item in the ratio of the value of our reserved goods to the value of the external items at the time of machining or processing.
5. If the customer is wholly or partially delayed with his due payment obligations or if he becomes insolvent or if insolvency proceedings are applied over his assets or if the customer's assets are seized, the authorization to resell expires without the need for express notification.
6. The customer is not entitled to pledge the goods subject to retention of title or to transfer them as security.
7. If the goods subject to retention of title are resold on credit, the customer is obliged to also agree on an extended reservation of title with the same content.
8. All collateral according to this section also extends to the event that an insolvency administrator chooses to execute the contract in accordance with § 103 InsO. You then secure all our claims against the bankruptcy estate, including those that from settlement options.

§ 9 Data Protection

The supplier stores and uses the buyer's personal data for processing and, to the extent that is customary and necessary, also to check the creditworthiness of the contractual relationships concluded. The data is also used to further maintain customer relationships.

More information can be found in our Data Protection Statement.

§ 10 Image Rights

All image rights are owned by Especially Selected or its partners. Use without express permission is prohibited.

§ 11 Jurisdiction

The law of the Federal Republic of Germany applies exclusively, excluding the UN Sales Convention. If the customer is a merchant or has his place of residence or business outside Germany, the exclusive place of jurisdiction is the registered office of Especially Selected Trading e.K.

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