



1. Scope

General terms and conditions apply to all present and future business relations. Orders with customers will only be accepted in compliance with the current version. Customer's deviating terms and conditions have no validity. Individual arrangements are not affected hereof. In terms of our general terms and conditions, consumers are individual persons to whom pursuit of commercial or self-employed objectives cannot be attributed when establishing a business relation. In terms of our general terms and conditions, corporations are individuals, legal entities or incorporated entities who are pursuing a commercial.

www.leiton.de

Contact:

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2. Tenders and Contract Conclusion

Details communicated in catalogues or electronic media (especially on the website) are no tenders but rather constitute price and product. By ordering merchandise the customer declares the desire to be obligated in purchasing the ordered article. The order may be accepted at LeitOn's choice by submitting an order confirmation or delivery. Validity of the contract is subject to delivery of the merchandise or order confirmation (whatever occurs first). LeitOn is entitled to totally or partially decline an order. The delivery contract becomes valid from the accepted volume if the customer fails to appeal within 2 weeks after having received the merchandise or written order confirmation.

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It shall be noted, that notes, comment or the like which may be found in the online field „Notes“ (this is the for this purpose designated area) are not subject of the tender nor acceptance as long as the parties did not specifically enter a joint declaration.

3. Price

All stated prices include all tax and other price components (errors and omissions excepted). In addition, incurred delivery and shipments costs are listed separately within the specific offer. The agreed upon price at the time of the contractual agreement prevails. Discounts or price increases communicated after posting the order do not effect previous order. A retroactive assertion of changed prices is excluded for the customer and LeitOn alike. Payment by check or bankers notes is not permissible without prior agreement.

4. Communication of Customer's Withdrawal Rights

Right of withdrawal: contractual statements may be withdrawn in written form (e.g. letter, fax, or email) or return of merchandise within 2 weeks. At the earliest the period begins with this communication. Timely return or notification of the withdrawal is sufficient in protecting this right. Withdrawals need to be communicated to:

Leiton GmbH, Gottlieb-Dunkel-Str. 47-48, 12099 Berlin, Tel: +49-(0)30-701 73 49-0 Fax: +49-(0)30-701 73 49-19,
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The right to withdrawal only applies to distant selling contracts. However, it does not apply to contracts containing delivery of goods specifically produced to the customer's specifications, or are clearly fitted for individual needs, or are not suitable for return shipment due to their characteristics, or an expiration date has passed, or delivery of video/audio recording or software if the original seal was broken by the customer, or delivery of prints, sanitary products and products in contact with genitals. The withdrawal right according to § 312d Article 1 BGB expires premature for service related contracts, if the other party has commenced with the execution of the service with the other party's explicit consent prior to the end of the withdrawal period, or the service was prompted by the customer (e.g. download etc.).

Withdrawal Consequences: In case of an effective withdrawal services or merchandise received must be returned and eventual incurred capitalization (e.g. interests) must be reimbursed. Should return of goods or services not be, or only partially be possible or should the items be degraded, financial compensation is necessary. This does not apply to the provision of goods, if the degradation is traceable to the items inspection, e.g. as would be possible in a shop. Further, you may avoid reimbursement if you do not treat the items as your property and prevent everything which degrades its value. Shippable items are returnable at our risk. The customer must bear the costs for the return if the delivered good complies with the order and if the price of the returnable good does not exceed 40 Euro, or if the customer did not compensate or partially compensate according to the agreement at the time of the withdrawal for prices exceeding this value. Otherwise the return is free of charge for the customer. Items not suitable for shipment will be picked up. Anderenfalls ist die Rücksendung für Sie kostenfrei. Nicht paketversandfähige Sachen werden bei Ihnen abgeholt. Refund claims must be disclosed within 30 days after the withdrawal submission.

End of communication of customer's withdrawal rights.

5. Unavailability

In individual cases of unavailability LeitOn may deliver goods (alternate good) equivalent in price and quality to the customer (if desired by the customer). Provided that the customer is a consumer, the good can be returned within 14 days. LeitOn is entitled to resign from the contract if the ordered good is not available without LeitOn's wrongdoing. In this case LeitOn will promptly inform the customer regarding the unavailability and will reimburse any payments at once.



6. Delivery and Risk Transfer

Predominately good are produced as individual orders by LeitOn. Upon receipt the order will be promptly processed by the provider. LeitOn delivers as quickly as possible and immediately when the good is at hand. LeitOn strives to deliver promptly. In any case the customer will be informed of any possible delays. If the customer is a corporation the risk of accidental loss or accidental impairment transfers to the customer with delivery, in case of contracts involving the carriage of goods when it is surrendered to the forwarder.

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If the customer is a consumer the risk of accidental loss and accidental impairment is also transferred to the customer with delivery for contracts involving the carriage of goods. If the customer defaults in acceptance, this is equivalent to a delivery. Due to the risks during shipping it is recommended to choose insurance for impairment, loss, or theft. Provided that the customer is not a consumer partial performance and partial delivery is admissible and does not entitle to rejection by the customer. §§377 HGB is applicable if the purchase is a commercial transaction for both parties.

7. Payment, Delay of Payment, Default in Acceptance

LeitOn delivers on prepayment. LeitOn is not obliged to advance performance. Should LeitOn nevertheless deliver on account, payment of default interests no later than 30 days after receipt of the bill or similar invoice are the consequence. Receipt of payment on LeitOn's account is the decisive determinant for on time performance. Payment by check or bankers notes is not permissible without prior agreement. Payment must be performed without deductions; payment must be free of postage or expenses. In regards to bank transfers from countries other than Germany, it is the customer's responsibility to ensure that the payable amount is not reduced by transaction charges or similar charges.

In case of default LeitOn charges an interests rate of 5 percent above the prime rate, cooperate customers will be charged 10% above the prime rate. Additional assertions for further damages incurred by LeitOn are not affected. If the customer is overdue, 10 Euro will be charged for each reminder. It is up to the customer to provide evidence that LeitOn was not damaged or the damage was of a lesser amount due to the warning.

The overdue customer will be separately charged with any additional litigation costs. If the customer defaults or is overdue, LeitOn has the retention right and can hold back any additional deliveries until all demands are settled.

8. Reservation of Proprietary Rights

For contracts with consumers LeitOn reserve the right to all proprietary rights until payment of the full price. For contracts with corporations LeitOn reserve the right to all proprietary rights until all demands incurred in the process of the ongoing business relationship are settled. In case of default, LeitOn is entitled to demand return of goods delivered under the reservation of proprietary right without being considered as resignation from the contract and can withhold merchandise until payments are settled.

9. Warranty and Liability, Off-set to Claims, Assignment

Warranty is conform to the law. The warranty period is 2 years and begins with delivery of the merchandise; provided for the customer is not a consumer, warranty is limited to 1 year. Initially, warranty claims are limited to subsequent fulfilment. Failure of subsequent fulfilment entitles the customers to statutory right; precisely a choice between either resignation from the contract or a price reduction can be made. LeitOn is not liable for damages caused by wrongful usage or misuse of merchandise. Product liability act regulations remain unaffected by this. To avoid problems with providing evidence consumers should report obvious deficiencies within 14 days of acceptance in writing. Corporate customers must comply with the inspection requirements and requirement to file a complaint in respect of a defect immediately on receipt of goods according to §377 HGB in order to assert warranty claims. In the event of a warranty claim please contact:

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Prices demanded by LeitOn may only be off-set to claims if the customer's counter claim is accepted and deemed undisputed and legally binding. Retention rights, with the exception of accepted, undisputed or legally binding counter claims, are excluded for corporate transactions. Resignation of claims against LeitOn resulting from this contractual agreement is only valid with prior written consent.

Leiton GmbH
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12099 Berlin

HRB 94175 B
(Amtsgericht Charlottenburg)

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10. Privacy

In principle all personal data will be treated confidentially. LeitOn only uses and records order-related data to process your order in accordance with the law. Data will be deleted afterwards. Freight forwarders will only obtain customer data as necessary for delivery of merchandise. To process credit card payments and bank transactions customers' payment details will be forwarded to the credit card company or bank respectively. Furthermore, the data will not be transmitted to third parties. The customer may request the recorded data and may change or delete them. In addition, the customer may revoke the consent for data recording.



11. Copyright, Intellectual Property Rights

LeitOn's website is protected by copyright and intellectual property rights. It may only be downloaded and displayed on individual computer and/or by individual print outs and may not be reproduced for commercial purposes.

12. Recording of Contractual Agreements

The contractual agreement will be recorded until the obligations are settled and cannot be retrieved by the customer after the order process has been completed. However, the customer may print the order data directly after submission.

13. Disclaimer for External Links

On its webpage LeitOn defers to other websites in the internet. The following applies to all these links: LeitOn explicitly declares that it is not possible to influence design and content of the linked to web pages. Therefore, we explicitly disassociate ourselves from all content on linked to web pages of third parties and do not embrace the content as our own. This disclaimer applies to all displayed links and content to which the links defer.

14. Place of Fulfilment, Jurisdiction and Applicable Law

Jurisdiction and place of fulfilment is Berlin-Charlottenburg, Germany, provided that the customer is not a consumer. German law applies explicitly to the exclusion of UN-sales law of April 11th 1980.

15. Severability Clause

Ineffectiveness and unfeasibility of individual provision of a contract does not affect the validity of other provisions. Statutory law will substitute ineffective and unfeasible provisions.

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