

# GENERAL TERMS AND CONDITIONS

of I.P.Plast Ltd

State: 09/2018

## §1 General

1. These Purchase Conditions shall apply to all your orders made via the online shop of I.P. Plast Ltd. unless otherwise explicitly agreed. Therefore, all your orders are solely carried out on the basis of the following general terms and conditions.
2. The offer of this online shop is aimed exclusively at entrepreneurs (B2B), who have reached the age of 18 years.
3. Deviations from these conditions shall only be binding if confirmed by us in writing. Other terms and conditions shall not – even if we have not explicitly dissented – be part of the agreement. With the acceptance and/or confirmation and/or accomplishment of your order you acknowledge these general terms and conditions; even if your confirmation of your order contains separate (pre-printed) conditions. These general terms and conditions shall – even without any further agreement – as well apply to any of your future orders.
4. Contractual language is English.
5. You can find the current and valid General Terms and Conditions on the website of I.P. Plast Ltd.

## §2 Conclusion of contract

1. The presentation of the products in the online shop shall not constitute a binding proposal to enter into a contractual relationship. Rather it is a non-binding invitation to order via the online shop.
2. By clicking the button “purchase” you are making a binding offer to purchase.
3. After receiving your offer to purchase you will receive an automatically generated email confirming the receipt of your offer (“confirmation email”). The confirmation email does not constitute an acceptance of your offer to purchase. The confirmation email is not concluding a contract.
4. A contract is concluded in case we explicitly accept your offer to purchase or if we – without an explicit consent – deliver the ordered products.

## §3 Prices, packaging and customs

1. The minimum order is 595.00 EUR.
2. Unless explicitly agreed otherwise, pricing must be based on fixed prices. Domestic prices are net prices without VAT.
3. As long as no other agreements have been concluded, all prices quoted shall include all costs for packaging. Shipping costs are not included and will be invoiced.
4. The payment execution is processed via Paylax system. Paylax offers payment execution and processing via a fiduciary account system. For details regarding the payment process at Paylax and the terms and conditions of Paylax please refer to the company’s website:

<https://paylax.de/en>. The terms and conditions of Paylax can also be found on the website of I.P. Plast.

5. The payment at Paylax can be made via:
  1. Credit card (value up to 2.500 EUR)
  2. "Immediate transfer" (Klarna, up to 2.500 EUR)
  3. Bank Transfer (any value, for payments over 2.500 EUR a valid identification document must be presented to and will be validated by Paylax)

#### **§4 Delivery**

1. Delivery will be executed after full payment of the purchase price on the Paylax account.
2. Delays in delivery because of customs are at the risk of the orderer. Such delays in delivery do not entitle the orderer to withdraw from the contract.

#### **§5 Acceptance of the delivery**

1. The goods are accepted either at the warehouse of the seller or upon delivery at the warehouse of the buyer.
2. Upon delivery of the purchased goods the buyer or any person representing the buyer is obliged to sign and stamp the delivery document to the carrier ("CMR"). In case there are any complaints because any other colour than the ordered one was delivered and/or there are irregularities with the quality of the delivered goods, the buyer can decline the acceptance of delivery. In this case the buyer has 5 days time from the day of delivery, to notify the complaint on the Paylax platform. Otherwise the delivery shall be treated as accepted.
3. In case the buyer does not accept the delivered goods upon delivery because any other colour than the ordered one was delivered and/or there are irregularities with the quality of the delivered goods, the seller is obliged to take back the reclaimed goods. Upon agreement the seller will re-deliver the reclaimed goods in the proper colour and quality.
4. In case the seller has delivered less count of the goods than ordered, the seller may re-deliver the count missing or return the value of the missing goods to the buyer on site.

#### **§6 Retention of title**

The goods delivered shall remain our unlimited and unalienable property until complete payment of all claims on the Paylax account of the seller.

#### **§7 Warranty**

The warranty is based on the legal provisions.

## **§8 Copyright and secrecy**

1. You acknowledge that we remain the sole owner of all Intellectual Property rights in the Products, including, for the avoidance of doubt all copyright in the design, formatting and layout of the Products. You must not copy, reproduce, alter or publish any Product or any part of a Product, nor permit any person to do so, except as authorised in writing by us.
2. Use of the purchase for advertising purposes is without our written approval not allowed.
3. All the relevant data, documentation, etc., regarding the purchase shall be treated confidentially as our business secrets.

## **§9 Data security, Cookies and Newsletter**

1. We collect data on the initiation, conclusion, processing and unwinding of a contract for sale. This data will be collected, stored and processed by us in accordance with statutory requirements.
2. When you visit our website offers the currently used by your PC IP address, Date and Time, logs the browser type and operating system of your PC, and the pages you visit. However, relate to personal data are us therefore not possible nor intended.
3. The usage of our offers is based on the implementation of a cookie. A randomly created session code, the visited pages and your client ID, if applicable, will be stored within the cookie. It is thus possible to recognize you as a registered client. A prerequisite for this is that you have activated the cookies in your settings.
4. By providing your e-mail address you give us your authorization to send information about offers and news (Newsletter) by e-mail. If you do not want this information, you can withdraw from the service at any time.
5. Google Analytics:

To better understand the behaviour of our website visitors and tailor our offer to suit your needs, we use Google Analytics, a service operated by Google Inc. ("Google"), Amphitheatre Parkway, Mountain View, CA 94043, USA. It is a statistics and assessment tool, which enables us to analyse the behaviour of our website visitors. When you visit our website details of your visit are automatically forwarded to Google. Based on this information, your usage and visit of this website can be analysed.

Further information and details about data processing carried out by Google and also more details about data protection can be found on the service provider's website:

<http://www.google.com/intl/en/analytics/learn/privacy.html>

Should you not want Google Analytics to be used, you will find instructions on how you can prevent it in the future via the following link:

<https://tools.google.com/dlpage/gaoptout?hl=en>

1. Liability for third party content

This website refers (directly and indirectly) to external websites (links). The content of third party sites is not our area of responsibility and we accept no liability for external content. We reserve the right to remove links to website of external suppliers at any time, without advance notice.

## **§10 Place of jurisdiction**

The place of jurisdiction is the technically competent court in Haskovo/Bulgaria. The orderer shall be obliged to acknowledge the existence of this agreement about the place of jurisdiction towards us upon our request and at any time. However, we shall also be entitled to bring an action against the orderer on the orderer's general place of jurisdiction.

## **§11 Applicable law**

This agreement as well as the ordering process as a whole are exclusively subject to Bulgarian law but excluding the United Nations Convention on Contracts for the International Sale of Goods.

## **§12 Correspondence**

Correspondence and notifications will be directed to your provided e-mail-address.