

## **GTC Ali Yigit**

### **§ 1 SCOPE OF APPLICATION**

The following General Terms and Conditions ("GTC") in the version available on the Internet at the time of the order shall apply exclusively to the business relationship between Handelsagentur Yigit called Ali Yigit and the customer/client. Ali Yigit does not recognise deviating conditions of the customer unless, Ali Yigit has expressly agreed to the validity of the deviating conditions in writing and orally.

### **§ 2 CONCLUSION OF CONTRACT**

The oral or written order constitutes an order to Ali Yigit to conclude a purchase contract and is therefore binding. After the order has been placed, Ali Yigit shall send the customer a verbal or written order confirmation of receipt of the order. A purchase contract shall be concluded as soon as Ali Yigit sends the confirmation to the customer. In individual cases, Ali Yigit may request certain information about the customer before selling a product. This information may in particular concern proof of the identity of the purchaser or proof of permission to use various products. By placing an order, the buyer/customer confirms that he/she accepts the general terms and conditions.

### **§ 3 DELIVERY**

The delivery of the order usually takes place within 3-4 working days. Statements regarding availability and delivery are only prospective statements. They do not constitute binding or guaranteed delivery dates. If Ali Yigit discovers during the processing of an order that ordered products are not available, Ali Yigit shall inform the customer of this and - as far as possible - of the expected delivery time without delay.

### **§ 4 PAYMENT DUE DATE AND DEFAULT**

The customer may pay by direct debit, cash on delivery or by bank transfer. In this case, the invoice amount shall become due for payment upon receipt of the invoice without deductions unless otherwise expressly agreed in writing by Ali Yigit. If a payment deadline is specified on the invoice according to the calendar, the customer shall be in default upon expiry of this deadline if he has not paid by the specified date. In this case, customers shall pay interest on arrears at a rate of twelve percent above the base rate of the European Central

Bank (ECB). The customer's obligation to pay default interest shall not preclude Ali Yigit from claiming further damages caused by default.

Furthermore, all other procedural and non-procedural costs of collection according to the tariff as well as the costs of a lawyer called in by Ali Yigit shall be charged on without exception. The prices in our offers or catalogues (of its partners) are non-binding. Claims to loyalty discounts or a discretionary discount do not exist. If they are granted, they may be revoked at any time. The delivery date is the same as the invoice date; unlawful deductions will be reclaimed without exception.

#### § 5 RESERVATION OF TITLE

Furthermore, Ali Yigit retains ownership of the delivered products until full payment of all claims arising from the business relationship with the customer.

#### § 6 WARRANTY

In the event of a defect in the products delivered, the statutory provisions shall apply or the provisions of § 3 shall apply.

#### § 7 LIABILITY

Ali Yigit shall be liable in accordance with the statutory provisions, unless otherwise stated in these GTC. Ali Yigit shall only be liable for damages in the event of intent and gross negligence. In the event of simple negligence, Ali Yigit shall only be liable for damages arising from injury to life, limb or health as well as for damages arising from the breach of an essential contractual obligation (i.e. a contractual obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer regularly relies and may rely). In the event of a breach of an essential contractual obligation, Ali Yigit's liability shall be limited to compensation for the foreseeable, typically occurring damage. These limitations of liability shall not apply insofar as Ali Yigit has intentionally concealed a defect or has assumed a guarantee for the quality of the goods. The limitations of liability shall also apply in favour of the legal representatives of Ali Yigit and their vicarious agents if claims are asserted directly against these persons. The provisions of the Product Liability Act shall remain unaffected.

## § 8 DATA PROTECTION NOTICE

When creating the customer file, Ali Yigit collects data of the orderer/customer. This includes name, postal address, e-mail address, telephone number, financial data such as account number. Without the consent of the customer, Ali Yigit shall only collect, process or use this data of the customer/client insofar as this is necessary for the processing of the order and for invoicing purposes or Ali Yigit is legally obliged to do so (see § 2 Para. 2 of these GTC). Ali Yigit is also entitled to pass on the collected data to third parties (e.g. shipping companies or its partner companies) for these purposes if necessary. Data will not be passed on to third parties for other purposes without the consent of the customer. The customer is entitled to demand information about the data stored about him, the recipients and categories of recipients to whom the data is passed on, as well as the purpose of the storage. The customer has the right to demand the correction, deletion and blocking of personal data if the data handling does not comply with the existing legal regulations, in particular if the data is incomplete or incorrect.