

## **General Terms and Conditions of Sale for the sQUBE Online Shop**

### **Scope of Application**

- (1) These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts and business relationships concluded via the sQUBE online shop between

sQUBE GbR,  
Hartenauer Straße 8, 64404 Bickenbach a.d.B,  
represented by the partner Dr. Lars-Oliver Heim,  
VAT identification number: DE216956132  
Phone: +49(0)160 96 0815 12  
Email address: [heim@sqube.de](mailto:heim@sqube.de)

and the customer. These GTC apply only if the customer is an entrepreneur as defined in § 14 of the German Civil Code (BGB). sQUBE GbR (hereinafter referred to as "sQUBE") may require the customer to prove their entrepreneurial status before concluding the contract, e.g., by providing their VAT ID number or other suitable evidence. The customer must provide the required data fully and truthfully.

- (2) All agreements made between the customer and sQUBE in connection with the contract arise, in particular, from these GTC, our written order confirmation, and our acceptance statement. Acceptance can occur in writing or by shipping the goods.
- (3) These GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the customer will only become part of the contract to the extent that sQUBE has expressly agreed to their validity. This requirement for consent applies in any case, for example, even if the customer refers to their general terms and conditions during the order process, and sQUBE does not expressly object.

### **1. Conclusion of Contract**

- (1) The presentation and promotion of products in the online shop do not constitute a binding offer to conclude a contract with sQUBE.
- (2) By submitting an order through the available online form in the online shop by clicking the button "place binding order," the customer makes a legally binding offer to purchase the products displayed in the order summary and pre-selected by the customer. The customer can customize their order using the online form by selecting the product and the desired parameters (material, size, spring constant, quantity).
- (3) If the customer is interested in the services offered through the online shop, they can submit inquiries to sQUBE via the email address listed in the online shop at [info@sqube.de](mailto:info@sqube.de). A request for a quote is also possible.
- (4) sQUBE will confirm receipt of the order or inquiries submitted by the customer through the online shop promptly via email. Such an email does not yet constitute a binding acceptance of the order unless it simultaneously includes the confirmation of receipt and the acceptance of the order.

- (5) A contract is concluded only when sQUBE accepts the order and/or booking through a declaration of acceptance or by delivering the ordered product.
- (6) If delivery of the products ordered by the customer is not possible, sQUBE will refrain from issuing a declaration of acceptance. In this case, no contract is concluded. sQUBE will inform the customer immediately and, if applicable, refund any payments already received.
- (7) The language available for the conclusion of the contract is exclusively German. Translations into other languages are for informational purposes only. In the event of discrepancies between the German text and the translation, the German text prevails.

## **2 Technical Steps for Conclusion of Contract and Correction of Input Errors**

As part of the ordering process, the customer fills out the provided online form and customizes their order. During the completion process, the customer can change the selected materials, sizes, spring constants, and desired quantities at any time. The customer then provides their address details (billing address and, if applicable, a different delivery address) via the online form. The online form also allows the customer to add special instructions or notes in a comment field. Product prices are displayed next to the online form. Information about shipping options can be found in a link provided on the online shop website before submitting the order.

## **3 Storage of Contract Text; Processing of Personal Data**

The contract terms with details of the ordered products, including these GTC, will be sent to the customer by email upon acceptance of the contract offer or notification of acceptance. sQUBE does not store the contract terms.

For information on the processing of customer data, reference is made to sQUBE's privacy policy, which can be found on the website.

## **4 Delivery Conditions and Reservation of Prepayment**

- (1) sQUBE is entitled to make partial deliveries if this is reasonable for the customer.
- (2) Processing up to the delivery start takes approximately five (5) working days, unless otherwise agreed. It begins – subject to the regulation in paragraph 3 – with the conclusion of the contract. The delivery time is usually 14 days.
- (3) For orders from customers with a business location abroad or if there are reasonable indications of a risk of non-payment, sQUBE reserves the right to deliver only after receipt of the purchase price plus shipping costs (prepayment reservation). If sQUBE exercises this prepayment reservation, it will inform the customer immediately. In this case, the delivery period begins upon payment of the purchase price and shipping costs.

## **5 Prices and Shipping Costs**

- (1) All price indications in the online shop are net prices, excluding the statutory VAT, and are subject to additional shipping costs. Customs duties and similar charges are to be borne by the customer.
- (2) The shipping costs are available via a link during the order process on the online shop website. For services requested separately, the price will be communicated to the customer by email. Shipping costs will be listed separately on the invoice.
- (3) If sQUBE fulfills the customer's order in accordance with section 5 paragraph 1 through partial deliveries, the customer will incur shipping costs only for the first partial delivery. If partial deliveries are made at the customer's request, sQUBE will charge shipping costs for each partial delivery.

## **6 Payment Terms and Offsetting and Right of Retention**

- (1) The purchase price is due immediately upon invoicing. Payment for the goods is made via bank transfer. sQUBE's bank details are:

Raiffeisenbank Nördliche Bergstraße eG  
BIC: GENODE51ABH  
IBAN: DE07508615010000060062

sQUBE reserves the right to offer additional payment options on the website, such as credit card payment or payments via payment service providers. Additional information is available to the customer in the online shop.

- (2) The customer is not entitled to offset against sQUBE's claims unless the customer's counterclaims are legally established or undisputed. The customer is entitled to offset against sQUBE's claims if the customer asserts claims for defects or counterclaims arising from the same purchase contract.
- (3) The customer may exercise a right of retention only if their counterclaim arises from the same purchase contract.

## **7 Retention of Title**

The delivered goods remain the property of sQUBE until full payment of the purchase price.

## **8 Warranty for Goods Purchases**

- (1) If the delivered goods are defective, the customer is entitled to request subsequent performance in the form of rectification of the defect or delivery of a defect-free item, in accordance with the statutory provisions. The choice of the type of subsequent performance is at sQUBE's discretion. If the type of subsequent performance chosen by sQUBE is unreasonable for the customer in a specific case, the customer may refuse it. In the case of a replacement delivery, the customer must return the defective goods to sQUBE at its request according to the statutory provisions; however, the customer has no right to demand a return. If subsequent performance fails, the customer is entitled to reduce the purchase price or, if the legal requirements are met, to withdraw from the contract. The precondition for any warranty rights is that the customer has properly fulfilled their inspection and notification obligations under § 377 of the German Commercial Code (HGB). The limitation period for statutory claims for defects is one year and starts from the delivery of the goods.
- (2) Any guarantees given by sQUBE for specific goods or manufacturer guarantees granted by the manufacturers of certain goods supplement the claims for defects or legal defects under paragraph 1. Details of the scope of such guarantees are found in the warranty conditions that may accompany the items.

## **9 Liability**

- (1) sQUBE is liable to the customer in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with the statutory provisions.
- (2) In other cases, sQUBE is liable – unless otherwise regulated in paragraph 3 – only for the violation of a contractual obligation, the fulfillment of which makes the proper execution of the contract possible in the first place, and on which the customer may regularly rely (so-called

cardinal obligation), limited to the foreseeable and typical damage. In all other cases, sQUBE's liability is excluded, subject to the regulation in paragraph 3.

- (3) sQUBE's liability for damages resulting from the violation of life, body, or health, and under the Product Liability Act, remains unaffected by the foregoing liability limitations and exclusions.

## **10 Copyrights**

sQUBE holds copyrights to all images, films, and texts published in the online shop. Use of the images, films, and texts is not permitted without sQUBE's express consent.

## **11 Applicable Law and Jurisdiction**

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) If the customer's place of business is in Germany at the time of the order, the exclusive jurisdiction is the location of sQUBE. Otherwise, the applicable statutory provisions apply to local and international jurisdiction.