

GENERAL TERMS AND CONDITIONS

for deliveries and services of KSSite Group Intl. LLC and KSSite EU OÜ (KSSite Group)
- Status: 01.01.2023

A. Validity of the conditions

The deliveries, services and offers of the KSSite Group are made exclusively on the basis of these terms and conditions. The KSSite Group does not recognize any general terms and conditions of the that deviate in whole or in part from these terms and conditions unless it has expressly agreed to them in writing. These terms and conditions also apply exclusively if the KSSite Group provides its services without reservation in the knowledge of conflicting terms and conditions of the customer.

B. Offer and conclusion

1: All offers of the KSSite Group represent a non-binding invitation to the customer to order deliveries from the KSSite Group. By placing an order, the customer a binding offer to conclude a purchase contract. The KSSite Group is entitled to accept the customer's offer within a period of 14 calendar days. The declaration of acceptance is made by the order confirmation in text form. Delivery or invoicing is also deemed to be an order confirmation

2: Drawings, illustrations, dimensions, weights and other information are to be understood as approximate values only and do not constitute a guarantee of properties unless they are expressly designated as binding in writing.

C. Delivery times

Obstacles to delivery for which the KSSite Group is not responsible, such as cases of force majeure, strikes, operational disruptions in its own operations or those of its suppliers, transport difficulties, entitle the KSSite Group to postpone delivery for the duration of the obstruction plus a reasonable start-up period or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract. In the event of withdrawal, the KSSite Group will inform the customer immediately of the non-availability and refund the customer's consideration without delay.

D. Prices and payments

1: Payments are only deemed to have been made on the day on which the KSSite Group can dispose of the invoice amount without loss.

2: If the customer is in arrears with his payment obligation arising from a contractual relationship, the KSSite Group is also entitled to a right of retention with regard to other delivery obligations, with the proviso that goods are only to be delivered concurrently against cash payment or cash on delivery at the customer's expense. In addition, the KSSite Group is entitled to bring forward the delivery dates for orders that have not yet been delivered or completed and to make the delivery concurrently against cash payment or cash on delivery at the customer's expense.

3: The current price/service list can be requested at any time by e-mail if there is a legitimate interest. 4: An

objection to the services invoiced must be made within 72 hours of receipt of the invoice. provide. If this does not happen, the invoice will automatically become legally binding without any further notification.

E. Right of withdrawal for consumers

Consumers (i.e. any natural person who concludes a legal transaction for a purpose that cannot attributed to their commercial or independent professional activity, Section 13 of the German Civil Code) can revoke their contractual declaration within two weeks without giving reasons in text form and by returning the goods. The period begins at the earliest upon receipt of this instruction. The timely dispatch of the revocation or the goods is sufficient to comply with the revocation period. This right of withdrawal does not apply to certain product groups that are not delivered on physical carriers or to personalized items. The revocation is to be sent to:

KSSite Group Intl. LLC
8977S 1300W #3005

KSSite EU OÜ
Ahtri tn 12

West Jordan, UT 84088
USA

10151 Tallinn
Estonia

Consequences of withdrawal for consumers

In the event of an effective revocation, the services received by both parties must be returned and any benefits derived (e.g. interest) surrendered. If you are unable to return the goods received in whole or in part or only in a deteriorated condition, you must compensate us for the loss in value. This does not apply to the surrender of goods if the deterioration of the goods is exclusively due to their inspection - as would have been possible for you in a store, for example. Furthermore, you can avoid the obligation to pay compensation by not using the item as if you were the owner and refraining from doing anything that could impair its value.

Items that can be sent by parcel post must be returned. You have to bear the costs of the return shipment if the delivered goods correspond to those ordered and if the price of the goods to be returned does not exceed 40 euros or if, in the case of a higher price of the goods, you have not yet provided the consideration or a contractually agreed partial payment at the time of the revocation. Otherwise the return shipment is free of charge for you. Items that cannot be sent by parcel post will be collected from you.

You must fulfill your obligation to reimburse payments within 30 days of sending your declaration of revocation.

F. Retention of title

1: If the customer acts as a consumer, the KSSite Group retains ownership of the product until the purchase price for the respective product has been paid in full.

2: In , in commercial transactions, the delivered goods shall remain the property of the KSSite Group until all payment obligations of the customer arising from the business relationship have been settled in full.

3: In commercial transactions, the following also applies: If items subject to retention of title by the KSSite Group are seized or lost in any other way, the customer is obliged to inform the KSSite Group of this within 48 hours by DE-Mail.

4: In commercial transactions, the following also applies: The customer is entitled to resell the goods in the ordinary course of business, provided that the claim from the resale is transferred to the KSSite Group as follows: The customer hereby assigns to the KSSite Group all claims with all ancillary rights arising from the resale against the purchaser or against third parties, irrespective of whether the reserved goods are sold without or after further processing. The customer is authorized to collect this claim even after the assignment, without prejudice to the authority of the KSSite Group to collect the claims itself. The KSSite Group may demand that the customer informs it of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment. If the goods are resold together with other goods which are not the property of the KSSite Group, the customer's claim against the purchaser shall be deemed assigned in the amount of the delivery price agreed between the KSSite Group and the customer.

5: In commercial transactions, the following also applies: The processing of the goods subject to retention of title is carried out for the KSSite Group as manufacturer, without obligating it. The processed goods are deemed to be reserved goods within the meaning of these terms and conditions. If the reserved goods are processed or inseparably mixed with other goods not belonging to the KSSite Group, the KSSite Group acquires co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used at the time of processing or mixing. If the goods of the KSSite Group are mixed with other goods to form a single item and if the other item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to the KSSite Group on a pro rata basis insofar as the main item belongs to him. In all other respects, the provisions set out for the goods subject to retention of title shall apply to the item created by processing or mixing.

6: In commercial transactions, the following also applies: The customer is prohibited from disposing of the receivables assigned to the KSSite Group. A sale by way of genuine factoring is only permitted under the condition that the factor is obliged to deliver the purchase price for the claim directly to the KSSite Group up the amount of the invoice amount from the underlying delivery of goods of the KSSite Group.

7: In commercial transactions, the following also applies: The KSSite Group undertakes to release the securities to which it is entitled insofar as their value exceeds the claims to be secured, insofar as these not yet been settled, by more than 10%.

G. Vouchers and credit notes

1. Vouchers must be redeemed within 3 years and oblige the KSSite Group to offset them against the currently valid prices. If the voucher relates to a product that is no longer available, the KSSite Group is free to supply a product of equal or higher value in consultation with the customer.
2. Credit notes are issued by the KSSite Group as a gesture of goodwill or for refunds. However, these have no monetary value, only a service value. This service can be redeemed by the customer within the period stated on the credit note. Unless otherwise stated, the deadline is 1 year.
3. Both vouchers and credit notes cannot be exchanged for money and can never be offset against current costs or goods other than those specified.

H. Warranty

- 1: If the customer is an entrepreneur, warranty rights for the purchase of used goods are excluded. For consumers, the warranty period for the purchase of used goods is one year. If the customer is an entrepreneur, the warranty period for the purchase of new goods is one year. For work services, the warranty period for entrepreneurs is one year for work whose success consists in the manufacture, maintenance or modification of an item or in the provision of planning or monitoring services for this.
- 2: If the buyer is an entrepreneur, he must inspect the delivered goods immediately after delivery for any defects or deviations in quantity; he must notify us in text form immediately after discovery of a defective delivery in whole or in part; the notification period for defects that were recognizable during the careful inspection required by the nature of the goods shall be no longer than one week. Other defects must be reported by entrepreneurs immediately after their discovery. If an entrepreneur as purchaser fails to notify the defect immediately and in due time or form, the goods shall be deemed to have been approved with regard to this defect. Insofar as a properly submitted notification of defects is justified, the KSSite Group is entitled to choose to repair the goods instead of delivering replacement goods. The KSSite Group is obliged to exercise its right of choice no later than ten days after receipt of the formal notification of defects.
Otherwise it shall to the customer. If the rectification of defects or replacement delivery fails the customer shall be entitled, at his discretion, to withdraw from the contract or to demand rescission (rescission) of the contract or a corresponding reduction of the agreed price (reduction) or, if the legal requirements for this are met, to demand compensation.
- 3: After recognizing a defect, the customer may not make any changes to the goods delivered and/or services performed or carry out the rectification himself without the KSSite Group being in default. Otherwise, any warranty is excluded.
- 4: The costs of an error check shall be borne by the customer if the KSSite Group proves that the defect notified by the customer did not exist.

I. Contracts and renewals

- 1: These GTCs apply without restriction to all KSSite Group contracts.
- 2: Unless otherwise stated, all contracts have a minimum contract term of 1 year, which is then extended by one year.
- 3: All contracts must be terminated with a notice period of 3 months to the end of the contract term. The effective date is the last day of the month.
- 4: An extension comes into force automatically if no notice of termination is given or if notice of termination is received after the cut-off date. Furthermore, the contract is extended in the event of changes to the contract, such as the addition of services, changes to device lists, changes to web addresses, etc., so that the contract term begins from the date of the change. An amendment agreement is signed by both parties and does not require a new copy of the contract.

J. Liability

1: The KSSite Group is only liable for damages if it or one of its vicarious agents has breached an essential contractual obligation (cardinal obligation) in a way that jeopardizes the purpose of the contract or if the damage due to gross negligence or intent on the part of the KSSite Group or one of its vicarious agents. If the culpable breach of an essential contractual obligation (cardinal obligation) is not grossly negligent or intentional, the liability of the KSSite Group is limited to the damage that was reasonably foreseeable at the time the contract was concluded.

2: The aforementioned limitations of liability apply to contractual and non-contractual claims. The liability of the KSSite Group for warranted characteristics, personal injury and mandatory statutory provisions remains unaffected.

K. Place of jurisdiction

The exclusive place of jurisdiction for all obligations and disputes arising from this contract is West Jordan if the customer is a merchant, a legal entity under public law, a special fund under public law or has no place of jurisdiction in Germany. The KSSite Group is also entitled to sue the customer at his general place of jurisdiction.

L. Applicable law

The legal relationship between the KSSite Group and its customers shall be governed by the law of the registered office of the contracting entity of the KSSite Group. The applicability of the uniform international sales law is excluded.

M. Final provision

Should any provision of these terms and conditions be invalid for any reason, this shall not affect the validity of the remaining terms and conditions.

The invalid provision shall be replaced by the provision that is closest to the economic and legal intentions of the parties.