

General Terms and Conditions of Sale for Consumers

by the company **STAR DISTRIBUTION Limited Liability Company**,

Otto-Lilienthal-Str. 5, 71034 Böblingen

Phone: +49 (0)70 31 6288-300

Fax: +49 (0)70 31|62 88-3 99

Register Court: Stuttgart District Court, Registration Number: HRB 24 5053

VAT Identification Number according to § 27 a, Value Added Tax Act: DE 189 768 946

- as the seller –

§ 1 Scope of Application

1. The following General Terms and Conditions of Sale ("Conditions") apply to all offers, sales contracts, deliveries, and services made between STAR DISTRIBUTION ("SD") and consumers as buyers ("Customer") via the STAR online shop <https://man-shop.eu>
2. All our deliveries and services are based on these Conditions as well as any separate contractual agreements, unless otherwise agreed in writing. Deviating terms and conditions of the customer are only part of the contract if expressly agreed in writing by us.
3. A consumer in the sense of § 13 BGB is any natural person who concludes a legal transaction for purposes that predominantly are outside his trade, business or profession.

§ 2 Conclusion of Contract

1. The customer can select products from the goods presented on the SD's internet pages and place them into a shopping cart. For this purpose, the customer must click the button "add to shopping cart". Before triggering the order, the customer can view and modify the data at any time and must click the button "accept T&C" before the order can be submitted and transmitted. Thus, the T&Cs of SD are accepted by the customer and become part of the purchase contract.
2. To submit a binding offer to purchase the goods in the shopping cart, the customer then clicks the button 'order with obligation to pay'.

3. In return, SD sends the customer an automated acknowledgment of receipt via email. This acknowledgment of receipt once again lists the customer's order. The customer can print this order using the "Print" function. This automated acknowledgment of receipt does not constitute acceptance of the application (order) but only confirms that the customer's order has been received by SD.
4. Acceptance is made by written order confirmation or by sending the goods. The statutory right of withdrawal remains unaffected. With this order confirmation or a separate email, the entire contract text, consisting of the order, the T&Cs, and the order confirmation, is sent along. This contract confirmation is made on a durable medium (email) or by paper printout. If the order confirmation does not contain the contract text, it will be sent at the latest with the delivery of the goods by email or paper printout.
5. All documents are provided in both German and English.

§ 3 Scope of Delivery and Performance, Performance Periods, Product Availability

1. Delivery times stated in the sales offer are calculated from the moment of full payment of the purchase price.
2. If the ordered product is listed in our online shop or our order confirmation without a delivery time, the delivery time is usually 3 to 4 working days.
3. If, at the time of the customer's order, the ordered product is not available or not available in time, the customer will be informed immediately.
4. In the case of delivery obstacles of temporary duration that were unforeseeable and not attributable to us, such as acts of God, labor disputes, pandemics, and other events beyond our control, the delivery and performance periods shall be extended by the period of the existence of the obstacle. After a period of 3 months, in which the obstacle has not been removed, each party is entitled to withdraw from the contract, with the result that the services currently provided are to be returned.

§ 4. Retention of Title

1. SD reserves the ownership of the ordered and delivered goods until full payment has been made by the customer.

§ 5 Prices

1. Our prices are stated in the shop as gross prices including sales tax. The customer bears the costs of order changes. For subsequent orders, the agreed prices are not binding.
2. Shipping costs are specified in the order form and are to be borne by the customer. This only applies if the customer does not exercise his right of withdrawal. The goods are shipped by postal service. The shipping risk is borne by SD.
3. In the event of a withdrawal, the customer has to bear the direct costs of returning the goods.

§ 6 Payment Terms

1. The customer can make payment by credit card, SEPA or PayPal.

§ 7 Warranty for Defects

1. SD is liable for material defects in accordance with the applicable legal provisions. Reference is made in particular to § 434 ff. BGB (German Civil Code).
2. An additional warranty exists for the goods offered and delivered by the supplier only if this warranty statement was expressly made for the respective item in the order confirmation.

§ 8 Damages for Defects and Other Liabilities

1. The customer is entitled to damages exclusively for damage due to
 - a) the breach of essential contractual obligations; essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the contractual partner may rely,
 - b) injury to life, body, or health,
 - c) intentional or grossly negligent breach of duty,
 - d) deceit,
 - e) a warranty or agreement on quality,
 - f) the Product Liability Act,
 - g) any other mandatory legal liability regulation.
2. Damages according to para. 1 item a. are limited to the foreseeable, contract-typical damage, unless the conditions for unlimited liability are also met.
3. For legal representatives and vicarious agents, the provider is liable in accordance with paras. 1 and 2.

§ 9 Cancellation

1. Consumers have a legal right to cancel a distance contract, which SD informs about according to the legal model below. The exceptions to the right of cancellation are regulated in paragraph 2. A model cancellation form can be found in paragraph 3.

Cancellation Instructions

Right of Cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods. To exercise your right of cancellation, you must inform us by means of a clear declaration (e.g., a letter sent by post, fax, or email) of your decision to cancel this contract. You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your

communication concerning your exercise of the right of cancellation before the cancellation period has expired.

Effects of Cancellation

If you cancel this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

2. The right of cancellation does not apply to contracts for the supply of audio or video recordings or computer software in a sealed package if the seal was removed after delivery.
3. The provider informs about the model cancellation form as follows according to the legal regulation:

Model Cancellation Form

(If you want to cancel the contract, please fill out this form and send it back.)

- To [here the entrepreneur's name, address and, if available, fax number and email address must be inserted by the entrepreneur]:

- I/We (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Order number
- Signature of the consumer(s) (only if this form is notified on paper)
- Date

(*) Delete as appropriate.