

Terms and Conditions of D-R Computer-Tech

§ 1 Validity

We perform our services to businesses and consumers exclusively to the following conditions. Contrary to or otherwise and conditions of other contractors shall not apply unless we have accepted this in writing. Agreement to our terms and conditions in each of the contract as amended. Our contract language is German.

§ 2 Contract

1st All offers of our products - whether submitted electronically, in writing, by telephone or orally, constitute a binding offer, but are not binding.

2nd Electronically, in writing, orally or by telephone orders placed by individual products or orders provide our customers with a legally binding offer to conclude a sales contract or maintenance contract is a contract. Only state where the customer signed the order or place an online contract added. An online contract will be confirmed in writing by us.

3rd The confirmation of receipt of electronic or written order, do not constitute any more than the telephone or verbal acceptance of the order, a legal acceptance of the offer.

§ 2.1 Duties of the customer in the contract

1st The customer of D-R Computer-Tech has to provide the data required for execution of the contract to provide and give access to the serviceable equipment.

2nd If necessary or required, but only insofar as it is part of the contract, the customer has to provide its internet for the period of maintenance.

3rd Upon request, the company, it may happen that, for the maintenance in the office, accessories of serviceable equipment or the complete equipment must be taken. This is confirmed to the customer in writing using a receipt.

4th The expenses incurred for maintenance, such as electricity, etc., the company D-R Computer-Tech no will be charged.

5th The customer has to provide the company for the period of maintenance, all necessary programs, such as operating systems, applications to install, etc., if this is part of the order.

§ 2.2 Duties of company in the contract

1st The company D-R Computer-Tech is to perform the required maintenance according to maintenance contract successfully.

2nd A receipt is issued only when necessary accessories must be taken for maintenance. However, it is not necessary if only the serviceable equipment is taken away. Sufficient for this purpose is the maintenance order as confirmation.

§ 3 Part of the contract

1st It is to execute by the company D-R Computer-Tech, which is on the maintenance order. That is, for example, in a format with data backup and then install the new operating system, only this is done. This does not include, for example, an installation of printers, configuration of the internet, install applications or configure applications, etc. with one. This needs to be given separately in the contract in order and will be charged extra.

2nd As a special service of the company after a format some free programs are installed to carry out normal applications. Should not this be desired, which is mentioned in the contract by the customer.

3rd For online contracts is part of what writing in the confirmation, confirmed by us.

4th If an internet configuration, or setting up a program or online program have been commissioned to carry out this will be done successfully by the company.

5th For installations of hardware, the contract is considered successful if the device is working properly and usable. For installations and mountings of hardware are valid the known contractual rates.

6th Acquired applications are installed by the company D-R Computer-Tech free of charge, except if it is an operating system. Installation prices for a particular application are therefore the purchase price. This does not apply to installations of free programs, which will be installed after a successful format. This is especially true when only a free program to be installed and there has been no formatting in advance. For this purpose, are valid the known contractual rates.

§ 4 Prices

1st Unless otherwise expressly stated, the prices refer to the service or each article depicted as described, but not on accessories or decorations.

2nd All prices are reported without VAT at §19 paragraph 1 UStG.

3rd Prices shown are based on the current release date or time of the service point. Price changes after that date reserved.

4th For existing contracts, a change of the agreed price is excluded.

5th With prices for services that are billed per hour, the first hour is always fully charged. The second hour will be billed every half hour.

6th The current price list for services may be see or download at [www.drcomputertech.com].

§ 5 Delivery for online contracts

1st The company D-R Computer-Tech is committed within the attributes specified delivery your contract within the time if you ordered if it was confirmed in writing by us. Moreover, it is produced by ourselves delivery times always only approximate you will get information in writing or by phone by us.

2nd Agreed delivery times shall be extended appropriately if the delivery delay is not our fault.

This is especially the case when events occur which have in the manufacturing, packaging or transporting the goods responsible provided they are outside our control. This is true even if these circumstances occur at a supplier and also if they occur during an existing delay.

3rd If any part of the ordered goods are not immediately or not be available, so we have the right to make partial

deliveries and to invoice, as it is reasonable for the customer.

4th The order or the maintenance order is successful, if the equipment is running correctly or the good what ordered was submit personally by us.

5th The delivery of online contracts are binding. Customers have the right of revocation of the online contract within 1 month in writing. Please, read under § 12 point 1st to 6th & § 12.1 point 1st to 4th.

§ 6 Remote maintenance and Phone Service

1st We do remote maintenance of PC systems. This requires a special software on the client device.

2nd The necessary software and installation are free to the end user.

There are only the normal rates for the call of fees to the customer.

3rd For remote maintenance, we charge 15,00 Euro per hour or part thereof.

4th Our phone service we provide to our existing customers while opening times is for free.

5th For phonecalls of existing customers outside of opening times and generally for new customers, we charge 15,00 Euro per call, for solving PC problems.

6th This does not apply to advice, information or sales calls. These are our services free of charge, if these are while opening times.

7th Calls outside of our service-times will be calculated at a surcharge of 50%.

8th For existing customers, the call is free (normal phone charges from your provider), if this is during the opening times.

§ 7 Payment

1st For maintenance contracts, this is then paid once the maintenance/service is completely and successfully executed or rather the device was presented.

2nd Payment is required for maintenance/services contracts in cash, by EC-cash, Debit- or credit-card and is payable immediately.

3rd A payment on account, only is possible if only maintenance-services were order and not for orders of goods or material which were ordered. The payment from orders of goods only is possible by advance payment in cash, by EC-cash or credit-card (VISA/MasterCard), or with PayPal

4th The payment on account is in exceptional cases, especially at higher amounts within the specified period (assuming credit) possible. This does not apply to new customers. Here the immediate payment applies in cash or with a debit/ credit card.

5th Services may be withdrawn upon request by SEPA direct debit mandate on your account. This does not apply when purchasing goods and for new customers.

6th D-R Computer-Tech reserves the right to determine the method of payment by customers themselves individually. This is especially true when the expected delay of payment.

7th If the customer is in default of payment, we are entitled to charge late fees in the amount of EUR 10.00 and default interest at the statutory rate.

In addition, upon delivery of the first warning replaces all previously collected bonus stamp issued on the bonus card are thus invalid. The bonus stamps must then be collected again.

8th You will receive for the completed order or maintenance order a detailed invoice in your name but without VAT at §19 UStG. by us.

9th Unless the order confirmation does not state otherwise, our prices are ex works plus the cost of transport and packaging.

10th The cash discount is allowed only if expressly agreed in writing.

11th Offsetting against claims or enforcement of retention is only possible if any counterclaims recognized by us or have been legally established.

12th For maintenance contracts where we pick up your device or wait on the ground, we do not calculate call of fees for a route into of Meppen(City). We need to calculate call of fees for routes to suburban municipalities of Meppen like Apeldorn, Bokeloh, Borken, Groß Fullen, Helte, Hemsen, Holthausen, Hüntel, Klein Fullen, Rühle, Schwefingen, Teglingen & Versen and staggered in journeys to 200km we charge a call of fee as of our current price list. The price list shall be publicly available online at [www.dr.com.de/Prices] and can be handed in written form.

13th The travel costs are shown separately on your bill.

14th If empty journeys to the customer that arise if the customer is not to be found at the deadline, we reserve the right to amend the travel expenses incurred, calculate according to our price list. In normally free call of fees within Meppen we calculate in this case, a route lump sum of € 10,00.

15th The payment of gift-cards if ordered online can be optional by PayPal, bank transfer in advance payment, by debit advice, by EC- or credit-card, or in cash by pick-up.

16th For payments with EC- or credit-card, the customer must see to have enough credit balance on his bank account. For return debit note the customer will be invoiced with the costs which must be payed by themselves.

17th If you payed the gift-cards by the first three methods (at point 15th), it will be send by eMail to you. If you wish, you can receive it by post from us, too. The customer then must pay the shipping-costs of a maximum of 0,90 Euro (only within Germany).

18th We accept card payments with EC-card(Debit-card) only from a minimum amount of 10,00 Euro and payments with credit-card from a minimum amount of 50,00 Euro.

19th The currency accepted by us is Euro.

§ 8 Gift-cards

1st You have the possibility to order gift-cards online or in our office.

2nd There you can choice for amounts of 10,00 to 1.000,00 Euro.

3rd The gift-cards are unlimited valid and can be cash any time for goods or services by the business D-R Computer-Tech.

4th The payment will be in advance. More information you can read at § 7 Payment.

5th You have the right of withdrawal within the legal terms of 14 days. More information you get at §§ 13&13.1

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6th You have the option to activate our gift-cards online which we sent, so they do not lose their validity.

7th Purchased gift-cards have an unlimited validity (according to the law are to be set 36 months). The validity of the gift-cards issued by us (for example, for birthdays or special promotions) is reported directly to the relevant gift-card.

§ 9 Bonus Cards

1st You have the opportunity to gain a bonus stamp at each successfully completed job. This is only after submission of your bonus card for each invoice issued. The bonus card is given to you, can be picked up in the office, or ordered online (up to 3 bonus cards).

2nd At 5th collected bonus stamps, you get a discount of € 15,00 at your next job(within 2 months [Point 4]), with a budget of at least € 50,00. This will be deducted from your invoice.

3rd No cash, or combined with other discount offers is not possible. A legal claim on bonus stamps does not exist.

4th Full bonus cards lose their validity 2 months after the 5 mark.

5th All bonus stamps are digitally archived in a database. Thus, stamps can be added later and not lose the validity.

Except for the 5th stamp (point 4). The current bonus level is indicated on each invoice.

6th Bonus stamps can be completed within 4 weeks, after submission of the relevant invoice and lose otherwise after the validity. The bonus level is specified as an overview on each invoice, but does not constitute a binding bonus stamp status. Only the issued bonus stamp count on the bonus card.

7th Participation in the bonus cards program is free and without obligation.

8th All rules from the Bonus Card program are available online and can be handed out on request in written form.

§ 10 Retention of title

1st We reserve the ownership of the delivered goods until full payment of all debts of the business relationship with the customer, even if the particular goods already paid for.

2nd The customer is obliged to immediately notify us of any execution in the retention of title and all goods subject to follow up our requests to issue the necessary documents. This also applies to the case of a deterioration of our reserved property by other actions of third parties. If we take legal action pursuant to § 771 ZPO, the customer is liable for our costs and out of court, to the extent of reimbursement is not feasible to obtain from third parties.

3rd The customer is entitled to resell the goods, but not to pledge or transfer these to third parties for safety. In the case of resale, lease or other valuable consideration passing of the goods to third parties, the customer has until the fulfillment of all our claims from the business, the resulting claims against its customers for security to us. We take the assignment. The customer, however, remains up to our express revocation also authorized to collect the debts in its own name. Of our right to collect the claims ourselves, but we will not take as long as use as long as the customer does not request was made for the opening of bankruptcy, has stopped making payments, yet we are against any arrears or the customer is in default. The customer agrees to provide us all to demand prosecution necessary information.

4th Through the processing, transformation or combination of goods with other goods we buy in the ratio of the invoice value of the goods to the total value of the newly formed joint ownership of this thing. The new item is to be reserved goods.

5th If the realizable value of the security without appropriate deductions from tax claims against our customers not only temporarily committed by more than 10%, then we, ourselves to release pro-rate to the foregoing provisions of the securities due to the customer's request. The choice of the securities to be released.

6th The customer is obliged to handle the goods with care, in particular they are adequately insured at his own expense against fire, water damage and theft.

§ 11 Warranty

1st The sale of presentation ware, second hand ware or B-ware is with a warranty of 12 month. Unless item description is something else. For virgin is the statutory warranty period, unless in individual cases to the contrary, 2 years. The limitation of the warranty period does not apply as far as we deliberate or grossly negligent conduct is reprehensible and, in case of bodily injury and to health. Our liability under the Product Liability Act is not also affected.

2nd We give all our (new)items guaranteed for 1 year. Unless item description is something else.

3rd The warranty period for second-hand is different in each case and is reported separately. However, at least we grant a warranty period of 6 months on used goods.

4th The warranty period for items purchased separately on the invoice issued.

5th As far as goods are sold, for which there is a warranty, the customer is obliged to first make his claim for damages against the manufacturer claims. Warranty claims against us remain unaffected by this provision. As far as the customer receives the assertion of the warranty no satisfaction, we will enter as part of our warranty claims in accordance with the following rules.

6th If we are required to satisfy warranty claims, we are entitled at our choice, to remedy the defect or replacement. Should the supplementary performance fails delayed, it is inappropriate for reasons we are responsible for, or is otherwise not reasonable for the customer, the client may choose to withdraw from the contract or demand an appropriate reduction of the purchase price. In case of withdrawal, the customer has to charge for those benefits that he has gained through the use of the product. The use of this advantage will be prorated in view of current useful life of the product for the period of actual use by the customer on the basis of the agreed purchase price. If the parties reserves the right to prove higher or lower use advantage. A minor defect does not entitle you to cancel the contract.

7th Already open boxes in particular, applications(Software) that were installed by us or the customer and registered are subject, no more warranty.

8th Supplied by D-R Computer-Tech goods the subject of consumer goods within the meaning of § § 474 ff BGB is, the rights of the customer to § § 478, 479 BGB of the provisions of these terms and conditions will remain unaffected, unless

the customer is contrary to § 377's requirement for immediate investigation and complaint is not taken.

9th As far as the customer claims asserted, we are liable under the law, if we, our representatives or agents with intent or gross negligence. In all other cases the obligation to pay damages to the foreseeable, typically occurring damage is limited. The liability for consequential damages.

10th Complaints have generally done by returning the goods free of charge. In this case the customer is required to contact us and if necessary request a returns label. Otherwise you will receive the shipping charges in a reasonable period, provided they are reasonably reimbursed. Where, after our review, that warranty claims were submitted in error, we are entitled to reasonable remuneration for the examination of the goods.

§ 12 Withdrawal for the provision of consumer services

1st You have the right to cancel this contract within one month without giving any reason.

2nd The withdrawal period is 1 month from the date of contract.

3rd To exercise your right of cancellation, you must contact us (D-R Computer-Tech, Daniel Nee, Uhlandstr. 11, D-49716 Meppen, Deutschland/Germany, Phone: +49 (0)5931-607 409-0, FAX: +49 (0)5931-607 197-0, e-mail to [widerruf\(at\)drcomputertech.de](mailto:widerruf(at)drcomputertech.de)) by a clear statement (eg a consigned by post mail, fax or email) of your decision to withdraw from this contract, inform. You can sure use the attached model withdrawal form which is not pre-written.

4th You can fill out and submit the model withdrawal form or any other unequivocal statement on our website [\[www.drcomputertech.com\]](http://www.drcomputertech.com) electronically.

5th Do you make use of this opportunity, we will forward to you immediately (eg by e-mail) confirmation of the receipt of such a withdrawal.

6th In order to observe the revocation period it is sufficient for you to send the message about the right of withdrawal before the withdrawal deadline.

§ 12.1 Consequences for the provision of consumer services

1st If you withdraw from this contract, we give you back all the payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you have a type of delivery other than that offered by us, cheapest have chosen Standard Shipping), and must be repaid immediately at the latest within fourteen days from the date on which the notice is received through your cancellation of this contract with us .

2nd For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in any case you will be charged fees for this repayment.

3rd Do you have demanded that the services to begin during the withdrawal period, so you have to pay us a reasonable amount equal to the, already rendered the share until the date on which you notify us of the right of withdrawal in respect of this contract corresponds services in comparison with the full coverage provided for in the contract services.

Special Notes

4th Your right of withdrawal expires prematurely if the contract is fulfilled by both parties at your explicit request before you have exercised your right of cancellation.

End of the cancellation

§ 13 Right of cancellation for the supply of goods for consumers

1st You have the right to cancel this contract within one month without giving any reason.

2nd The withdrawal period is 1 month from the date on which you or a third party named by you, other than the carrier, the goods have taken physical possession of.

3rd To exercise your right of cancellation, you must contact us (D-R Computer-Tech, Daniel Nee, Uhlandstr. 11, D-49716 Meppen, Deutschland/Germany, Phone: +49 (0)5931-607 409-0, FAX: +49 (0)5931-607 197-0, e-mail to [widerruf\(at\)drcomputertech.de](mailto:widerruf(at)drcomputertech.de)) by a clear statement (eg a consigned by post mail, fax or email) of your decision to withdraw from this contract, inform. You can sure use the attached model withdrawal form which is not pre-written.

4th You can fill out and submit the model withdrawal form or any other unequivocal statement on our website [\[www.drcomputertech.com\]](http://www.drcomputertech.com) electronically.

5th Do you make use of this opportunity, we will forward to you immediately (eg by e-mail) confirmation of the receipt of such a withdrawal.

6th In order to observe the revocation period it is sufficient for you to send the message about the right of withdrawal before the withdrawal deadline.

§ 13.1 Consequences for the supply of goods for consumers

1st If you withdraw from this contract, we give you back all the payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you have a type of delivery other than that offered by us to take advantage have chosen Standard Shipping), and must be repaid immediately at the latest within fourteen days from the date on which the notice is received through your cancellation of this contract with us.

2nd For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in any case you will be charged fees for this repayment.

3rd We may withhold the reimbursement until we have received the goods back or until you have demonstrated that you have returned the goods, whichever is the earlier.

4th You have to return the goods promptly and in any event not later than fourteen days from the date on which you notify us of the cancellation of this contract to us or to pass.

5th The deadline is met if you send back the goods before the period of fourteen days.

6th You bear the direct cost of returning the goods.

7th You only need to pay for any diminished value of the goods, if the deterioration in value is due to a not necessary to ascertain the nature, characteristics and functioning of the goods dealing with them.

End of the cancellation

§ 14 Data Protection

1st According to § 28 of the Federal Data Protection Act (BDSG), we note that in the context of the business necessary data is processed by a computer system in accordance with § 33 BDSG and stored. This applies only to customer data.

2nd The customer agrees that the information provided by him, will be stored electronically. This does not apply to data backups of computers. Here, the data from the backup just to play again after formatting is stored and then properly destroyed by us.

3rd Data to the D-R Computer-Tech company by customers are provided access to the backup, never get to a third party and will not be stored permanently.

§ 15 Domestic business, performance and jurisdiction

1st The goods supplied by us, unless expressly agreed otherwise, for the use and fate of certain domestically. On exports of goods, the customer shall endeavor as independently to ensure compliance with relevant statutory provisions.

2nd Performance for all obligations under the contract is D-49716 Meppen/Germany.

3rd Court for all the occasion of the contract disputes arising between us and the customer is Meppen. We are however entitled to sue the customer at his seat.

4th For all legal relations on the occasion of the contract refers exclusively to the laws of the Federal Republic of Germany. The application of the provisions of UN purchasing law is excluded.

(Prior Conditions: May 1st of 2016)

www.drcomputertech.com