Terms and conditions

General terms and conditions

Our aim is to satisfy you as a customer. Nevertheless, should a failure occur, please contact us with confidence. We are sure to find an acceptable solution.

A. General Terms and Conditions (with legal Information) for orders from private individuals/consumers

§ 1 Scope and providers

These General Terms and Conditions apply to all orders placed by private individuals via the online shop

Company. PCE Deutschland GmbH, Im Langel 26, 59872 Meschede
Managing directors: Patrick Philipp, Dirk Kaminski
Register Court: Local Court Arnsberg
Register no.: HRB 8430
Sales tax identification number according to DE 815 028 605

(hereafter"PCE")

act.

§ 2 Conclusion of contract

§ 2.1.

The product representations in the online shop serve for the submission of an purchase offer. By clicking on the button (order with costs) you are making a binding binding purchase offer. The sale of our products takes place only for private use in quantities customary in the household.

§ 2.2.

We may can confirm your order by sending an order confirmation by e-mail or by e-mail or by delivering the goods *within of two days* acceptance. The confirmation of the receipt of the order does not constitute acceptance of the purchase offer.

§ 3 Shipping costs

§ 3.1.

We offer a wide range of products. The costs are therefore dependent on the product groups and order values. For a better overview we have we have created our shipping cost table:

Payment and shipping

	EU countries excl. VAT
Invoice	Parcel shipment up to 30 kg 12,95 EUR Next day delivery by DHL Express on request Shipping by forwarding agency from 30 kg 100,00 EUR
Money transfer	Parcel shipment up to 30 kg 12,95 EUR Next day delivery by DHL Express on request Shipping by forwarding agency from 30 kg 100,00 EUR
PayPal	Parcel shipment up to 30 kg 12,95 EUR Next day delivery by DHL Express on request Shipping by forwarding agency from 30 kg 100,00 EUR
Debit card and credit card	Parcel shipment up to 30 kg 12,95 EUR

Next day delivery by DHL Express
on request

Shipping by forwarding agency from 30 kg
100,00 EUR

After we have received payment has been received, your order will be will be packed and shipped as soon as possible, at the latest on the following packed and dispatched by us as soon as possible, at the latest on the following working day.

For Deliveries to countries outside the EU may incur additional costs in the form of customs duties or import taxes which are to be borne by the customer himself.

** Up to max. 20 volume kilograms or max. 30 kg. real weight

*** When buying on account (purchase on account via Klarna), the ordered goods are sent or delivered to the customer together with the invoice. The purchase price is due for payment within 10 calendar days after the invoice date.

§ 3.2.

For exports, the import turnover tax (in the amount of the value added tax of the country of destination) and customs duties and fees, if applicable, will be charged by the respective carrier. Further taxes and fees or costs do not apply.

§ 4 Terms of delivery and reservation of self-delivery

§ 4.1.

Delivery shall be made within Germany with **DHL** or by by forwarding agent.

§ 4.2.

The delivery time, unless otherwise stated in the quotation, is approximately *3-6 working days*.

§ 4.3.

If not all ordered products are in stock, we are products ordered are in stock, we shall be entitled to make partial deliveries at our as far as this is reasonable for you.

§ 5 Terms of Payment

§ 5.1.

Payment can be made by PayPal, Amazon Pay, prepayment or Klarna (invoice for private customers, hire purchase, instant transfer, direct debit, credit card).

Any deductions will be claimed subsequently.

§ 5.1.1.

Klarna

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer the following payment options. Payment is made to Klarna in each case:

- Invoice: The payment term is [14] days from the date of dispatch of the goods/ticket/ or, for other services, the provision of the service. The full invoice terms and conditions for the countries where this payment method is available can be found here: Germany, Finland, United Kingdom, Netherlands, Norway, Austria, Sweden, Switzerland.

- Purchase in instalments: With Klarna's financing service, you can pay for your purchase in fixed or flexible monthly instalments under the conditions specified in the checkout. The instalment payment is due at the end of each month after Klarna sends you a monthly invoice. For more information on payment by instalments, including the terms and conditions and standard European consumer credit information for the countries where this payment method is available, please click here (only available in the countries indicated): Denmark, Germany, Finland, United Kingdom, Norway, Austria, Sweden.

- Instant bank transfer: Available in Germany, Austria, Belgium, Italy, Spain, Poland and the Netherlands. Your account will be debited immediately after placing the order.

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- Direct debit: The debit will be made after the goods have been dispatched. You will be informed of the time by e-mail.

- Credit card (Visa/Mastercard): Available in Germany. Debit will be made after dispatch of the goods or tickets / availability of the service or, in the case of a subscription, according to the communicated times.

The use of the payment methods invoice, hire purchase and direct debit requires a positive credit check. In this respect, we forward your data to Klarna for the purpose of address and creditworthiness checks as part of the purchase initiation and processing of the purchase contract. Please understand that we can only offer you those payment methods that are permissible based on the results of the credit check. Further information and Klarna's terms of use can be found here. General information about Klarna can be found here . Your personal information will be treated by Klarna in accordance with the applicable privacy policy and as set out in Klarna's Privacy Policy.

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§ 5.1.2.

Amazon Pay

If the payment method "Amazon Payments" is selected, the payment will be processed via the payment service provider Amazon Payments Europe s.c.a., 5 Rue Plaetis, L-2338 Luxembourg (hereinafter: "Amazon"), subject to the Amazon Payments Europe User Agreement, which can be viewed at https://payments.amazon.de/help/201751590. If the customer selects "Amazon Payments" as a payment method during the online ordering process, he also issues a payment order to Amazon by clicking the button that concludes the ordering process. In this case, the seller already declares acceptance of the customer's offer at the time when the customer triggers the payment process by clicking the button that concludes the ordering process.

§ 5.2.

If you choose payment in advance, we will provide you with our bank bank details in the order confirmation. The amount is due *within 10 days* to our bank account.

§ 5.3.

If you are in default of payment you are in default of payment, the purchase price shall be payable during the 5% above the base interest rate. We reserve the reserve the right to prove and assert a higher damage caused by default.

§ 5.4.

You shall only have a right to set-off only if your counterclaims have been counterclaims have been legally established or are undisputed or undisputed or have been recognised by us in writing.

§ 5.5

You may exercise a right of retention right of retention only insofar as the claims result from the same contractual relationship.

§ 6 Retention of title

The goods remain our property until complete payment in full. Prior to the transfer of ownership, a pledging, transfer of ownership by way of security, processing or transformation is not permitted without our consent.

§ 7 Right of withdrawal

§ 7.1

Consumers have a fourteen-day right of withdrawal.

Right of withdrawal

Right of withdrawal

Consumers (§ 13 BGB) have a 14-day right of revocation. Consumer in the of § 13 BGB is any natural person who enters into a legal legal transaction for a purpose that is not related to his or her commercial or self-

employed professional activity. occupational activity. Consumers can cancel their contractual declaration within 14 days without stating reasons in text form (e.g. letter, fax, e-mail) or - if the item is surrendered to or - if the goods have been delivered to you before the expiry of the by returning the goods. The period begins after receipt of this in text form, but not before the goods have been received by the recipient (in the case of recurring deliveries of similar goods, not goods not before receipt of the first partial delivery) and also not before fulfilment of our duty to inform pursuant to Article 246 Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB as well as our obligations according to § 312g paragraph 1 sentence 1 BGB in connection with Article 246 § 3 EGBGB. The following shall be sufficient to comply with the revocation period the timely dispatch of the revocation or the item. The revocation is to be sent to:

PCE Germany GmbH
Im Langel 26
59872 Meschede

Fax: +49 (0) 2903 - 976 99 29
Email: info@pce-instruments.com

Register court with HRB number: 8430
Sales tax identification number: DE 815 028 605

Consequences of revocation

In the In the event of an effective revocation, the services received by both parties shall be received on both sides and, where applicable, any benefits derived (e.g. interest). If you are able to return the received benefits (e.g. advantages of use) or only in part or in a deteriorated condition. or only in a deteriorated condition, you must surrender the deteriorated condition, you must compensate us for the value of the provide us with compensation. You only have to pay compensation for the deterioration of the for the deterioration of the goods and for any use made of them only use or deterioration is due to handling of the goods that goes beyond handling of the goods which goes beyond the examination of the the characteristics and the mode of operation. Under "Examination and functionality" means testing and trying out the respective testing and trying out the respective goods, such as is possible and possible and usual in a retail shop. Goods that can be sent by parcel goods are to be returned at our risk. You have to bear the the regular costs of the return shipment if the goods delivered delivered goods correspond to the ordered goods and if the price of the the price of the item to be returned does not exceed an amount of 40 euros or if or if, in the case of a higher price of the goods, you have not yet paid the price of the item at the time of revocation, you have not yet made the contractually agreed partial payment. Otherwise the return shipment is free of charge for you. Items that cannot be sent by parcel post will be collected from you. Obligations to refund payments must be be fulfilled within 30 days. The period begins for you with the

dispatch of your declaration of revocation or the item, for us with its receipt.

The right of revocation does not exist:

- If the goods ordered by you serve your commercial or self-employed professional purposes.
- For goods that are manufactured according to customer specifications or are clearly tailored to personal needs.

For goods that, due to their nature, are not suitable for your use. - For goods which, due to their nature, are not suitable for return or can spoil quickly or whose expiry date would be exceeded. - For the delivery of audio or video recordings or software, if the sealed data carrier has been unsealed by the customer.

End of the cancellation policy

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§ 7.2.

The right of withdrawal The right of withdrawal does not apply to the delivery of goods that have been (e.g. ....) or which are clearly tailored to personal needs. personal needs.

§ 7.3.

Please. avoid damage and contamination. Please send the please send the goods in the original packaging with all accessories and accessories and all packaging components. If necessary, use protective outer packaging if necessary. If you no longer have the original packaging packaging, please use suitable packaging to ensure adequate protection against adequate protection against transport damage.

§ 7.4.

Please send please return the goods to us as an insured package and keep the and keep the delivery receipt. We will also be happy to reimburse the the postage costs in advance if you are not responsible for them. are to be borne by you.

§ 7.5

Please call please call us at the following telephone number before returning the goods: 0049 (0) 2903 976 99 41 to announce the return. to announce the return. This will enable us to allocate the products as quickly as possible. allocation of the products as quickly as possible.

§ 7.6

Please. note that the modalities mentioned in §§ 8.3 - 8.5 are not are not prerequisites for the effective exercise of the right of withdrawal. are.

§ 8 Returns costs. in case of revocation

§ 8.1

If you exercise your statutory right of legal right of withdrawal, you have to bear the regular costs of the return shipment if the goods delivered correspond to the goods ordered and if the price of the item to be returned does not exceed an amount of the price of the item to be returned does not exceed 40 euros, or if the price of the item price of the goods at the time of the revocation, you have not yet paid the or a contractually agreed partial payment at the time of revocation. Otherwise, the return shipment is free of charge for you.

§ 9 Warranty

§ 9.1

The Warranty shall be in accordance with the statutory provisions. For all defects occurring during the statutory warranty period of two years from from delivery, you have the legal right to subsequent performance supplementary performance (at your choice: removal of the defect or new delivery) and - if the legal requirements are fulfilled - the legal rights to a statutory rights to a reduction in the purchase price or withdrawal from the contract compensation. You must grant us a total of two attempts to rectify the defect if you have not previously granted us a reasonable period of grace, which has which has expired without result. If the type of of subsequent performance requested by you is only possible at disproportionate disproportionate costs, your claim shall be limited to the other type of supplementary performance.

§ 9.2

We do not accept any We do not accept any liability for damage and defects resulting from improper use, operation and storage, negligent or faulty care and maintenance care and maintenance, overuse or improper repair by a third party. improper repair by an unauthorised service partner. service partner.

§ 9.3

If. you wish to have a defective product repaired or replaced, please please return the product free of charge. In this In this case, please call the telephone number: 0049 (0) 2903 976 99 41, in order to have us record the following data the following data: Reason for return, your full name and address, telephone number and address, telephone number and email.

Returns may be made by post. Returns can be made by post. For returns by post we recommend that you send it as a registered letter with advice of receipt to the following address:

PCE Germany GmbH
Im Langel 26
59872 Meschede

§ 10 Liability

We exclude our liability for slightly negligent breaches of duty, unless these obligations, damage resulting from injury to life, limb or health, or damage to injury to life, limb or health or guarantees or claims under the guarantees or claims under the Product Liability Act are affected. are affected. The same applies to breaches of duty by our vicarious agents.

§ 11 Final provisions

§ 11.1

Should any provision of these of these General Terms and Conditions be invalid, the remainder of the the remainder of the contract shall remain valid. Instead of the invalid provision, the relevant statutory provisions shall apply. statutory provisions shall apply.

§ 11.2

German law applies. German law shall apply.

§ 12 Important privacy information

We use your inventory data exclusively for the processing of your order. All customer data are stored and processed in compliance with the Data Protection Regulation (DSGVO) and the German Telemedia Act (TMG).

You have the right at any time to free of charge information, correction, blocking and deletion of your stored data. data. Please contact our data protection officer, Mr. Schirm, by e-mail datenschutz@pce-instruments.com or send us your request by post to PCE Deutschland GmbH, Im Langel 26, 59872 Meschede, or by fax to:

+49 (0) 2903 - 976 99 29

We will not disclose your personal data including your home address and e-mail address without your without your express consent, which can be revoked at any time. at any time. Excluded from this are our service partners, who require the transmission of data for the processing of the order (e.g. the shipping company commissioned with the delivery and the credit institution the credit institution commissioned to process the payment). In these cases the scope of the transmitted data is limited to the minimum necessary. the necessary minimum. We use technical and organisational and organisational security measures to protect the data we have under our control against against accidental or intentional manipulation, loss, destruction or against or against access by unauthorised persons.

B. General Conditions of Business with wiright Customer and Privacy information for corporate orders

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§ 1 Scope of application

These General Terms and Conditions apply to all orders placed by companies via the online shop of the

Company PCE Deutschland GmbH, Im Langel 26, 59872 Meschede,
Managing directors: Patrick Philipp, Dirk Kaminski
Register Court: Local Court Arnsberg
Register No.: HRB 8430

(hereinafter "PCE")

act.

For relations between PCE and the Customer shall be governed exclusively by these these General Terms and Conditions shall apply exclusively. PCE does not recognise any terms and conditions that conflict with or deviate from these terms and conditions and PCE does not recognise and hereby expressly contradicts

them. Conflicting terms and conditions of the Customer shall only be valid if PCE expressly agrees to them in writing.

§ 2 Conclusion of contract

The product presentation in the online shop serves to submission of a purchase offer. By clicking the button (order), the customer makes a binding a binding offer to purchase.

The purchase agreement contract of sale is concluded with our delivery confirmation or delivery of the of the goods.

§ 3 Delivery times

Delivery times shall be deemed to be only approximate agreed and will be adhered to as far as possible. The delivery time can be found in the product description. product description. If no details are given there, delivery will be made delivery within 30 days after the conclusion of the contract. of the contract. The agreement of longer delivery times is possible. Delays in delivery and performance due to force majeure and events which make delivery considerably more difficult or impossible for us - such as or make delivery impossible - such as industrial disputes, riots, official measures, non-delivery, delays on the part of suppliers of our suppliers - we shall not be responsible even in the case of bindingly agreed deadlines and dates, even in the case of bindingly agreed deadlines and dates. They entitle us to postpone the to postpone the delivery/service appropriately or to withdraw from the contract without contract, without the partner being able to derive any derive any claims for damages from this. If the aforementioned occur at the partner's premises, the same legal consequences shall also apply to the the obligation to take delivery. You will be informed of any delays informed of any delays in good time.

§ 4 Partial deliveries

Partial deliveries are permissible and shall not be invoiced separately. invoiced separately, unless the partial fulfilment of the contract is not fulfilment of the contract is of no interest to the contracting party.

§ 5 Retention of title

We shall retain title to the goods delivered delivered goods until all claims arising from the business relationship with the with the partner. The partner is entitled to sell these goods in the goods in the ordinary course of business, as long as he meets his obligations from the business relationship with us in

good time. fulfilled in good time. However, he may neither pledge the reserved goods nor assign them as security. transfer them by way of security. He shall be obliged to secure our rights in the resale of the goods subject to retention of title.

All claims and rights arising from the sale of goods to which we are entitled to which we are entitled, are hereby assigned to us by the partner as security. to us as security. We hereby accept the assignment.

Any processing or processing or transformation of the reserved goods shall always be carried out by the goods is always carried out by the partner on our behalf. If the goods subject to retention of title are processed or processed or inseparably mixed with other objects not belonging to us, we shall mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the the invoice value of the goods subject to retention of title in relation to the other or mixed objects at the time of the processing or mixing. processing or mixing.

If our goods are combined or inseparably joined with other movable or inseparably mixed with other movable objects and if the other the other item is to be regarded as the main item, the partner shall transfer proportionate co-ownership to the extent that the main item belongs to him. The partner shall hold the ownership or co-ownership in safe custody for us. For the resulting from processing or combination or mixing shall be subject to the same the same shall apply as for the goods subject to retention of title.

About execution measures of third parties against the goods subject to retention of title, against the claims claims assigned to us or in other securities, the partner shall immediately partner must inform us without delay, handing over the documents necessary for an intervention. This shall also apply to impairments of any other kind.

§ 6 Prices and payment

The prices stated on the product pages are net prices plus statutory VAT and other price components. They do not include postage, customs duties and any import sales tax. Unless otherwise agreed, payments are due 10 days after the invoice date without any deductions.

§ 7 Dispatch

The dispatch of our goods shall be effected - insofar as unless otherwise agreed - at the expense and also in the case of individually agreed carriage paid deliveries at the risk of the customer in all cases.

§ 8 Incidental expenses

We offer an extensive range of products. The costs are therefore dependent on the product group and order values. For better overview we have created our shipping costs table:

Payment and shipping

	EU countries excl. VAT
Invoice	Parcel shipment up to 30 kg 12,95 EUR Next day delivery by DHL Express on request Shipping by forwarding agency from 30 kg 100,00 EUR
Money transfer	Parcel shipment up to 30 kg 12,95 EUR Next day delivery by DHL Express on request Shipping by forwarding agency from 30 kg 100,00 EUR
PayPal	Parcel shipment up to 30 kg 12,95 EUR Next day delivery by DHL Express on request Shipping by forwarding agency from 30 kg 100,00 EUR

	Parcel shipment up to 30 kg 12,95 EUR
Debit card and credit card	Next day delivery by DHL Express on request
	Shipping by forwarding agency from 30 kg 100,00 EUR

After we have received payment has been received, your order will be will be packed and shipped as soon as possible, at the latest on the following packed and dispatched by us as soon as possible, at the latest on the following working day.

For Deliveries to countries outside the EU may incur additional costs in the form of customs duties or import taxes which are to be borne by the customer himself.

** Up to max. 20 volume kilograms or max. 30 kg. real weight

*** When buying on account (purchase on account via Klarna), the ordered goods are sent or delivered to the customer together with the invoice. The purchase price is due for payment within 10 calendar days after the invoice date.

§ 9 Liability for material defects and after-sales service

We vouch for the faultless manufacture of the goods of the goods delivered by us. Claims for material defects shall become statute-barred in 12 months. This shall not apply if the BGB (German Civil Code) mandatorily longer periods, in particular in accordance with § 438 Para. 1 No. 2 b BGB for goods which are which have been used in accordance with their usual instructions for use for a building and have caused the defectiveness thereof. The partner must report obvious defects immediately after receipt of the goods at the destination. at the place of destination, and of hidden defects immediately after the of the defect in writing. In the event of a justified, timely notification of defects we shall, at our discretion, either repair the goods complained of or supply a faultless replacement. If we do not fulfil these obligations or do not fulfil them obligations within a reasonable time, the partner may set us a final deadline in writing. partner may set us a final deadline in writing within which we must fulfil our we have to fulfil our obligations. After the unsuccessful the partner may demand a reduction in the purchase price, withdraw from the contract or withdraw from the contract or carry out the necessary repairs himself or have them carried out by a third party at our carried out by ourselves or by a third party at our expense and risk. and risk. Insofar as nothing to the contrary arises from the following, other and further claims for damages due to delay, impossibility

of performance, culpable impossibility of performance, culpable breach of contractual culpable breach of ancillary contractual obligations, culpa in contrac and tort are excluded. We are therefore not liable for damages which have not occurred to the delivered goods. In particular we shall not be liable for loss of profit or other pecuniary losses of the partner. of the partner. In the event of a delay in delivery, we shall only be liable for up to 3% of the value of the delivery affected by the delay for each completed week of delay, however limited to a maximum of 15% of the value of the delivery, but in any case limited to the foreseeable, typically occurring damage. The aforementioned limitations of liability do not apply if we have caused the damage caused the damage intentionally or through gross negligence or if we have have violated essential contractual obligations. If an essential contractual contractual obligation has been breached by us, we shall only be liable for the typical reasonably foreseeable damage typical of the contract. The limitation of liability shall furthermore not apply in cases in which, according to the Product Liability Act for personal injury or property damage to privately used or property damage to privately used objects. It injury to life, limb and health. Claims under a right of recourse of the partner against us shall only exist to the extent that the partner has not agreement with his customer which exceeds the statutory value added tax. legal value added tax. For the scope of the recourse claims the statements under this section shall apply mutatis mutandis. Insofar as liability is excluded or limited, this shall also apply to the personal the personal liability of our legal representatives and vicarious agents.

§ 10 Applicable law / place of jurisdiction

For this business relationship and the entire legal relations between us and the customer shall be governed by the law of the of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Insofar as the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or public law, Arnsberg is the exclusive place of jurisdiction for all exclusive place of jurisdiction for all disputes arising directly or directly or indirectly arising from the contractual relationship. disputes arising directly or indirectly from the contractual relationship.

§ 11 Important privacy information

We use your inventory data exclusively for the processing of your order. All customer data are stored and processed in compliance with the Data Protection Regulation (DSGVO) and the German Telemedia Act (TMG).

You have the right at any time to free of charge information, correction, blocking and deletion of your stored data. data. Please contact our data protection officer, Mr. Schirm, by e-mail datenschutz@pce-

instruments.com or send us your request by post to PCE Deutschland GmbH, Im Langel 26, 59872 Meschede, or by fax to:

+49 (0) 2903 - 976 99 29

We will not disclose your personal data including your home address and e-mail address without your without your express consent, which can be revoked at any time. at any time. Excluded from this are our service partners, who require the transmission of data for the processing of the order (e.g. the shipping company commissioned with the delivery and the credit institution the credit institution commissioned to process the payment). In these cases the scope of the transmitted data is limited to the minimum necessary. the necessary minimum. We use technical and organisational and organisational security measures to protect the data we have under our control against against accidental or intentional manipulation, loss, destruction or against or against access by unauthorised persons.

By placing an order you accept our terms and conditions
The management of PCE Deutschland GmbH, Meschede. September 1999; as at: February 2022