



## **GENERAL TERMS AND CONDITIONS**

### **§ 1 Scope, Customer Information**

The following general terms and conditions regulate the contractual relationship between Mulex Besteckvertriebs GmbH and the clients and entrepreneurs who buy products from our shop. We do not recognise conflicting terms / terms which deviate from our general terms and conditions. The language of the contract is German.

### **§ 2 Formation of Contract**

The offers on the Internet are a non-binding invitation to you to buy products.

After you have inserted your information and clicked on the order button, enter a binding offer to conclude a purchase contract. However, you can also insert a binding order over the phone or by fax. The confirmation of receipt of your order that will be immediately sent to you by email or fax, is not enough to constitute acceptance of the purchase offer.

We are entitled to accept your order within 2 working days by sending you an order confirmation by email. If the period mentioned in Clause 1 should expire with no progress made, your offer shall be considered rejected i.e. you are no longer bound to your offer. With telephone orders, the purchase contract shall be concluded if we accept your order immediately. If the order is not accepted immediately, then you shall be no longer bound to it then too.

### **§ 3 Customer Information: Saving Your Order Data**

Your order, including details on the concluded contract (e.g. type of product, price), shall be saved by us. However, you shall not have any access to your past orders via the Internet. We will send you the General Terms and Conditions, but you can also view the General Terms and Conditions on our website at any time. If you would like to secure the product description on the website of our shop for your own purposes, then you may e.g. take a screenshot at the time of the order or, alternatively, print the whole page.

### **§ 4 Customer Information: Correction Mentions**

You can correct your information prior to making an order at any time, using the delete key. We will inform you on further correction possibilities during the ordering process. You can also fully end the order process at any time by closing the browser window.

### **§ 5 Promotional Codes**

Promotional codes cannot be purchased; rather, they are made available exclusively by Mulex in advertising campaigns with a given period of validity.

Promotional codes can be used only with the specified Mulex online shop; they are valid only for the given period, and they can be redeemed only once during an order process. Individual brands may be excluded by the promotional code.



- 5.1 Only one promotional code can be used per order.
- 5.2 Only one promotional code can be redeemed for each customer with any given purchase.
- 5.3 A combination with other vouchers is not possible.
- 5.4 The credit of a promotional code is either paid in cash – or it bears interest.
- 5.5 The repurchase of promotional codes is not permitted. The voucher cannot be transferred to any third party.
- 5.6 Individual articles are excluded from this offer.
- 5.7 If the credit of a promotional code is not sufficient for a given order, the difference may be compensated with the offered payment options.
- 5.8 A promotional code cannot be refunded if the product is returned in whole or in part, if the promotional code was used within a purchase action and no quid pro quo was rendered for it.
- 5.9 Promotional codes can only be used for a limited period, after which they will cease to be valid. Some vouchers come with special conditions. The required minimum order value / article in the basket is always stated in connection with the voucher. The value of the product must be at least equal to the value of the promotional code. It is not possible to reimburse any remaining credit balance, for administrative reasons. In the event that the minimum order value is undercut as a consequence of articles being returned, Mulex reserves the right to terminate the voucher.

If you invoke your refund policy, the reduced purchase price shall be refunded. There shall exist no entitlement to any refund or compensation of the voucher.

## **§ 6 Return Costs in the Event of Cancellation**

In the event of cancellation, the return costs shall be borne by you if the delivered product matches the one that was ordered and if the price of the item to be returned does not exceed 40.00 Euros, or, if the price of the item is higher at the time of the revocation, you have not yet made the payment (or a contractually agreed partial payment). Also, you need to bear only the regular return costs. Additional costs which result e.g. from a change in our company headquarters or from the use of more expensive transportation services as desired by us, shall be borne by us.

## **§ 7 Guarantee**

The guarantee is governed by statutory provisions.

## **§ 8 Applicable Law; Jurisdiction**

**8.1** For all legal transactions or other legal relationships with us – as well as orders of Mulex partner articles with Mulex partners – the law of the Federal Republic of Germany shall apply. The UN Sales Convention (CISG), as well as any other intergovernmental agreements, shall have no force (even if



they have already been accepted in German law). For contracts with a purpose which cannot be attributed to the professional / commercial activity of the entitled party (contract with consumers), this choice of law shall apply only to the extent that the guaranteed protection is not rescinded by mandatory provisions of the law of the country in which the client's usual residence is located.

**8.2** In business transactions with merchants and legal persons representing public law, the agreed jurisdiction for all disputes in connection with these general terms and conditions and individual contracts entered into under them, including exchange and cheque documents, is the headquarters of Mulex (Gelsenkirchen). In this case, we are also entitled to issue a complaint at the customer's headquarters.

### **§ 9 Changes to the General Business Terms and Conditions**

We are entitled to change these general terms and conditions unilaterally – as long as they actually become part of the contractual relationship with the customer – to the extent that it is necessary for the elimination of subsequently emerging equivalence disorders or for adaptation to amended statutory or technical framework conditions. When we inform the client of any such adaptation, we will include a reference to the content of the changed regulations. The change shall become a component of the contract if the client does not object about it to us in (any kind of) writing within six weeks after the receipt of the notification of inclusion in the contractual relationship.

### **§ 10 Severability Clause**

If any individual provisions of this contract, including these regulations, should be or become invalid in whole or in part, or should the contract have an unexpected loophole, the remainder of the usual provisions (or parts of such provisions) shall be unaffected. Invalid or missing provisions shall be replaced by the respective statutory provisions.

### **EU Mediation System**

The page of the online platform of the EU Commission for extrajudicial online dispute settlement (the so-called OS platform) can be found here: <http://ec.europa.eu/consumers/odr/>

### **Note**

**These General Terms and Conditions were drafted by janolaw Lawyers and reviewed in accordance with legal practice. Janolaw AG shall guarantee first-class quality of this product and shall be liable in the event of warnings. For more detailed information on the liability guarantee of janolaw: <http://www.janolaw.de>**

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### **Business Register**

Gelsenkirchen District Court HRB 3106  
CEO: Ferit Akyol  
VAT ID: DE-188 42 96 34  
Tax Nr.: 318/5717/0573

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