

# General Terms and Conditions (GTC) of dragonslim.com

Every good partnership is based on trust. Trust comes from honesty and openness. Therefore, all important information and stipulations which apply to the orders in our online shop have been summarised for you below. Please, read the following General Terms and Conditions carefully.

## § 1 Provider and scope of application

- These GTC shall apply to all orders placed in ie.dragonslim.com online shop of Fa. Aliaz, P.O Box No 7044  
14002 Tallinn, Estonia  
Estonian PPI license number 238 ,  
e-mail: ie@dragonslim.com.
- The selection of goods in our online shop is aimed only at the users who are 18 years old.
- The contractual language is German. German law shall apply exclusively.
- The currently valid version of the GTC can be found on and printed from our website ie.dragonslim.com

## § 2 Conclusion of the contract

- The selection of goods shown on our website does not represent any binding offer for the conclusion of a purchase contract on our part, but only an offer for ordering goods in an online shop. By clicking the “Buy” button you are making your binding request for purchase of the selected goods (Section 145 of the German Civil Code (BGB)). You will find the order confirmation on the next page. The order confirmation shows your order as it is entered in our system. Then, you can print the order confirmation, save it as a PDF file and/or have it sent b e-mail. Afterwards, you can select another product there and make another binding request for purchase of an additional product by clicking “YES, buy”. You must declare the clear consent for our General Terms and Conditions also for the additional product. The additional product will then be added to the order confirmation. After selecting the additional product, you will also be able to see the complete order confirmation, print it, save it as a PDF file and/or have it sent by e-mail.
- The purchase contract shall only materialise, if we provide a clear acceptance of your purchase request or if we have sent the goods to you without providing a clear acceptance.
- The order data are saved by us. You will receive them by e-mail after the contract is concluded or they will be printed and enclosed with the goods.

## § 3 Standing order, termination

- If you have placed a standing order or requested a monthly delivery, it shall continue for an unlimited period. You can terminate the delivery at any time in the text form (e.g., by e-mail, letter, etc.). The termination must be received by us. You must prove the receipt of the termination notice, if applicable.
- To improve the processing of the termination, please send it to HorsePower+ c/o Aliaz, P.O Box No 7044  
14002 Tallinn, Estonia  
Estonian PPI license number 238 ,  
e-mail: ie@dragonslim.com.

## **§ 4 Prices, costs of shipment**

- The prices which have been specified on the website at the time of the order shall apply. The prices shall include the statutory VAT in the amount applicable at that time.
- You will not be charged with the costs of shipment.

## **§ 5 Payment, delay, consequences of delay**

- You can use the following methods of payment: Invoice.
- You must pay the purchase price within five days after the receipt of the goods. If you do not pay within five days, your payment will be delayed, even if we have not sent you a dunning letter, however, not later than 30 days after the receipt of invoice or receipt of goods.
- In the case of a direct debit authorisation, you must ensure that there is a sufficient amount available on the account. If the direct debit cannot be collected, your payment will automatically become delayed. The failure to collect the direct debit shall not release you from your obligation to pay the purchase price.
- If you delay the payment, you must pay the interest for delay in the amount of 5 percentage points over the base interest rate, in addition to the purchase price. If we must send a dunning letter after the delay took place, you undertake to pay compensation in the amount of EUR 5.00 dunning charges for each dunning letter, unless you can prove a lower loss. We would like to indicate that we can commission a collection service provider to enforce the payment of the accounts receivable after you delay the payment.

## **§ 6 Offset**

You can offset the payment against a counter claim, only if the counter claim is indisputable or has been determined as legally binding.

## **§ 7 Delivery, retention of title**

- We will deliver to the address which you have provided on the online order page.
- The goods shall remain our property until you pay the full purchase price.

## **§ 8 Withdrawal policy**

If you are a user pursuant to Section 13 of the German Civil Code (BGB), you have the right to withdrawal according to the following provisions. You are a user, if the purchase has been concluded for the purposes which cannot be predominantly attributed to your commercial or self-employed activity.

### **Right to withdrawal**

You have the right to withdraw from this contract within fourteen days without providing the reasons. The withdrawal period shall be fourteen days

- in the case of a purchase contract from the date on which you or a third party designated by you, which is not a carrier, takes or has taken the possession of the goods;
- in the case of a delivery of several goods included in a homogeneous order from the

date on which you or a third party designated by you, which is not a carrier, takes or has taken the possession of the last goods;

- in the case of a contract for regular delivery of goods over the determined period from the date on which you or a third party designated by you, which is not a carrier, takes or has taken the possession of the first goods onwards.

To exercise your right to withdrawal you must send us a clear statement (e.g., by a postal letter, fax or e-mail) to

Aliaz P.O Box No 7044  
14002 Tallinn, Estonia  
Estonian PPI license number 238 ,  
e-mail: ie@dragonslim.com.

to inform us about your decision to withdraw from this contract. For this purpose, you can use the enclosed withdrawal form template, however this particular template is not mandatory. To observe the withdrawal period, it is sufficient that you send the message about exercising your right to withdrawal before the expiry of the withdrawal period.

#### Consequences of withdrawal

If you withdraw from this contract, we must refund all payments which we have received from you, including the costs of delivery (except for the additional costs which arise from your decision to select different type of delivery than the economic standard delivery we offer) immediately and not later than fourteen days from the date when we received the message about your withdrawal from this contract. For this refund we shall use the same method of payment which you used for the original transaction, unless we have clearly agreed otherwise with you. You will not be charged with any fees due to this refund under any circumstances.

You must return or hand over the goods immediately and in any case not later than fourteen days from the date when you notified us about the withdrawal from this contract. The period shall be observed, if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of the return shipment of the goods.

You must pay for any loss of value of the goods, only if this loss of value results from their handling other than what is necessary to ascertain the nature, quality or operation of the goods.

#### **End of withdrawal policy**

#### **The withdrawal form template can be found as a downloadable file at the end of the GTC**

- The right to withdrawal shall not arise in the case of delivery of the sealed goods which are not suitable for return due to health protection issues or hygiene, if the seals have been removed after delivery.
- Therefore, kindly avoid damaging the seals or opening the packaging and contaminating the contents.
- Please, return the goods in the original packaging, if possible. Kindly inform us before you make the return, so that we can pass on the information about the return and organize a smooth tracking. The fulfilment of this request is irrelevant to the validity of the withdrawal exercised.

## **§ 9 Transport damages**

If you receive the goods damaged, please file a complaint with the shipment company immediately and notify us about the damages as soon as possible. If you do not file a complaint immediately and do not inform us as soon as possible, this shall not affect the guarantee rights you are entitled to.

## **§ 10 Guarantee**

Your guarantee claims are regulated by the provisions of Sections 433 of the German Civil Code (BGB)), unless it has been agreed otherwise.

## **§ 11 Liability**

- In the case of a deliberate act or serious negligence, we shall bear unlimited liability pursuant to the Product Liability Act.
- In the case of minor negligence, we shall only bear liability, if an important contractual obligation has been breached. An important contractual obligation is an obligation whose observance is essential to the performance of the contract and whose observance can be relied on. The liability shall be limited to the amount of typically foreseeable losses at the time of concluding the contract. This limitation of liability shall also apply to the liability of our vicarious agents. The limitation of liability shall not apply to the losses arising from death, physical injury and damage to health of a person.

## **§ 12 Other provisions**

If one or several provisions of these GTC are or become invalid, this shall not affect the validity of the remaining GTC.

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