



BACKFORCE

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

**BACKFORCE - a brand of
Interstuhl Büromöbel GmbH & Co. KG
Brühlstraße 21
72469 Meßstetten-Tieringen, Germany
[DATED: 12/2017]**

1. CONCLUSION OF A CONTRACT

The presentation of products in the online shop does not represent a legally binding offer but rather a non-binding online catalogue. By clicking on the "Buy now" button, the customer places a binding order for the goods in the shopping basket. Confirmation of receipt of the order is sent immediately after the order is placed and does not represent the acceptance of a contract. We can accept the order either by means of an e-mail order confirmation or through the supply of goods.

2. REGISTRATION, USER NAME, PASSWORD

Before placing an order, the customer must register with us. No right to registration exists. We are entitled to reject the registration. The customer must store the user name and password they have chosen carefully and not disclose these to third parties. In their own interests, the customer must inform us immediately in writing if a third party has or could have gained unauthorised access to their password and user name. We will not disclose the password to third parties and, aside from the login process, the customer will at no point be asked to disclose their password.

3. ORDER DATA, STORAGE OPTION

The customer can view, save as a PDF or print these General Terms and Conditions of Sale and Delivery at any time under www.backforce.gg. On receipt of an order, we will send the order data to the customer again via e-mail.

The following provision (Item 4) only applies to consumers. A consumer is a natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession (§ 13 German Civil Code (BGB)).



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4. CANCELLATION POLICY

Right of cancellation

You have the right to cancel this agreement within fourteen days without providing any reason for doing so.

The cancellation period is fourteen days from the day you or a third party nominated by you who is not the carrier have or has taken possession of the goods.

To exercise your right of cancellation, you must send to us at the below address:

**Backforce - a brand of
Interstuhl Büromöbel GmbH & Co. KG
Brühlstraße 21
72469 Meßstetten-Tieringen, Germany
Tel.: +49 7436 871-0
Fax: +49 7436 871-110
info@backforce.gg**

a clear statement (e.g. a letter sent by post, a fax or an e-mail) to inform us of your decision to withdraw from this agreement. You can use the attached sample cancellation form to do so, although this is not required.

It is sufficient to send notice that you are exercising your right to cancel before the end of the cancellation period in order to meet the cancellation deadline.

Consequences of cancellation

If you withdraw from this agreement, we undertake to return all payments that we have received from you, including delivery costs (with the exception of additional costs incurred if you choose a delivery type other than the cheapest standard delivery we offer), promptly and at the latest within fourteen days from the day on which we receive your notice that you are exercising your right to cancel this agreement. We will use the same payment method for the refund as was used in the original transaction, unless we have expressly agreed an alternate arrangement with you. Under no circumstances will you be charged for this refund. We can refuse to pay the refund until we have either had the goods returned to us or until you have provided evidence that you have returned the goods, whichever is earlier. You must return the goods to us immediately and in any event within fourteen days of notifying us of the cancellation of this agreement at the latest. The period will have been observed if you return the goods before the period of fourteen days elapses. You shall bear the direct costs involved in returning the goods.

You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the condition, properties and functionality of the goods.

End of the cancellation policy



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SAMPLE CANCELLATION FORM

[If you wish to withdraw from the agreement, please complete and return the following form.]

To:

**Backforce - a brand of
Interstuhl Büromöbel GmbH & Co. KG
Brühlstraße 21
72469 Meßstetten-Tieringen, Germany
Tel.: +49 7436 871-142
info@backforce.gg**

I/We hereby withdraw from the agreement concluded by me/us for the purchase of the following goods/provision of the following service

Ordered on/received on

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s)
[only when notice is given on paper]

Date

Order number



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5. DELIVERY

5.1

If the customer is an entrepreneur, the risk passes to them as soon as we have handed over the delivery to the forwarding agent, carrier, or other person assigned to transport the goods. An entrepreneur is (§ 14 German Civil Code) a natural or legal person or partnership with legal capacity which, on entering into a legal transaction, is acting within their trade, business or profession.

5.2

The conclusion of the contract shall be subject to punctual delivery to us by our suppliers. This shall not apply if we are responsible for non-delivery, in particular if we have failed to enter into a congruent covering transaction. We shall inform the customer of any unavailable items and will refund any payments made without delay.

6. RETENTION OF TITLE

The goods shall remain the property of Backforce until such time as payment is made in full.

7. PRICES

7.1

The prices stated at the time the order is placed shall apply. All prices are inclusive of the applicable sales tax and packaging.

7.2

We do not currently charge any shipping costs (shipment via courier or logistics partner) for deliveries within Germany.

8. PAYMENT, DEFAULT, ELECTRONIC INVOICING

8.1

The customer can pay the purchase price by credit card or PayPal. Interstuhl works with Novalnet AG, Zahlungsinstitut (ZAG), Gutenbergstr. 2, 85737 Ismaning as a payment service provider, which undertakes and oversees payment transactions on behalf of Interstuhl. You will not, therefore, receive a direct request for payment from Interstuhl Büromöbel GmbH & Co. KG, but rather from Novalnet AG, Zahlungsinstitut (ZAG), Gutenbergstr. 2, 85737 Ismaning.

8.2

In the case of payment by credit card and PayPal, the payment date corresponds to the date of the order. When using payment service provider "PayPal", the payment is processed by PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, pursuant to the PayPal terms of use, which can be viewed at www.paypal.com. This requires the customer to either open or already hold a PayPal account.



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8.3

In the event that a credit card payment is rejected, the customer undertakes to pay the full price plus any costs incurred within 10 days of receipt of the service. Such costs include costs incurred due to the rejection of the credit card payment.

8.4

If the customer is in payment default, Backforce is entitled to demand default interest of 5% above the prime rate per year published by the European Central Bank. If Backforce proves greater default damages, Backforce is entitled to recover this amount.

8.5

The customer hereby agrees that Backforce is entitled to send the invoice to the customer by e-mail in the form of an electronic invoice [e.g. as a PDF document]. Backforce can also send the invoice to the customer in paper format at its own discretion.

9. RIGHTS OF OFFSETTING AND RETENTION

The customer will only be entitled to offset if their counterclaim has been legally established or is undisputed. This ban on offsetting does not apply to counterclaims due to a defect based on the same contractual relationship as our claim. The customer is only entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship

10. CLAIMS IN THE EVENT OF DEFECTIVE GOODS

10.1

The customer is entitled to statutory claims in the event of defects.

10.2

If the customer is an entrepreneur [see 5.1], they must inspect the goods for transport damage immediately upon receipt. They must notify the carrier immediately of any transport damage and record with a signature the damage on the consignment note, shipping order or delivery note. They must also notify us immediately of the transport damage by means of a damage report.

11. LIABILITY

In the case of slight negligence, we shall be liable only if we have violated a key contractual obligation, i.e. an obligation whose fulfilment is essential to the proper execution of the contract or on whose fulfilment the customer may ordinarily rely. In such cases, our liability shall be limited to the damage according to the predictable and typical conditions and circumstances given at the time when the contract was concluded. Our liability for damage resulting from injury to life, limb and health, for malicious intent and gross negligence, for the absence of a guaranteed characteristic and in accordance with the German Product Liability Act is, however, unlimited.



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12. MANUFACTURER'S WARRANTY

If a warranty is included in the description of the goods in the online shop, the legal rights of the customer with regard to defects shall remain unaffected by this.

13. ONLINE DISPUTE RESOLUTION, MEDIATION

The European Commission provides a platform for extrajudicial mediation. This gives consumers the opportunity to resolve any disputes arising in conjunction with their online order without judicial intervention. The dispute resolution platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/>.

In this context, we are obliged to state that our email address is info@backforce.gg. We shall make every effort to resolve any differences of opinion in connection with this agreement by mutual agreement. We have also made the decision not to participate in a dispute resolution procedure. Neither are we obligated to do so.

14. PLACE OF JURISDICTION, SEVERABILITY CLAUSE

14.1

If the customer does not have a domestic general place of jurisdiction, if they have moved their domicile or normal residence abroad after the conclusion of the contract, if neither the domicile nor the normal residence of the customer is known at the time the complaint is filed or if the customer is a merchant, a legal person governed by public law or a separate legal entity under public law, the jurisdiction of our domicile applies; we are, however, also entitled to sue at the customer's place of business.

14.2

Should one or several of these conditions be or become ineffective, then the validity of the remaining conditions shall remain unaffected by this.



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NOTE:

BATTERY DISPOSAL

Because our transmitters may contain batteries and accumulators, we are obligated, under the German Batteries Act (BattG), to inform you of the following:

Batteries and accumulators must not be disposed of with household refuse. You are legally required to return used batteries and accumulators. Old batteries can contain hazardous substances, which can damage the environment or your health if they are not stored or disposed of correctly. Batteries also contain important raw materials, such as iron, zinc, manganese and nickel, and can be recycled.

You can either send your used batteries back to us or return them to a local recycling point free of charge (e.g. at the store, at community recycling centres or at our dispatch warehouse). When returning batteries to retailers, the quantity is limited to that which is considered reasonable for end users and the type of old battery is restricted to those which the retailer sells or has sold as new batteries within their assortment.



The symbol of the crossed-out wheeled bin indicates that you are not permitted to dispose of batteries and accumulators with household refuse. Beneath this, you will also find the following symbols, which are explained here:

Pb: Battery contains lead

Cd: Battery contains cadmium

Hg: Battery contains mercury