

General Terms and Conditions of Wonder GmbH

§1 Scope of application and provider

- (1) The General Terms and Conditions, referred to as GTC for short, govern the general sale of products by Wonder GmbH to you, in the version valid at the time of the order.
- (2) This also applies to any subsequent transactions unless the contractual partner is a consumer. Deviating general terms and conditions of the contractual partner are hereby also contradicted in the case of letters of confirmation and unconditional deliveries or services.
- (3) Please read these terms and conditions carefully before placing an order with Wonder GmbH. By placing an order with Wonder GmbH, you agree to the application of these terms and conditions of sale to your order.

§2 Conclusion of the contract and acceptance of orders

- (1) The offers are aimed exclusively at customers with a billing and delivery address
- (2) The customer must have reached the age of 18.
- (3) All offers from Wonder GmbH are non-binding - especially regarding quantity, price and delivery time.
- (4) You agree to receive invoices electronically. Electronic invoices will be sent to you by e-mail.
- (5) Orders of the contractual partner are only considered accepted when Wonder GmbH has confirmed them in writing (if necessary, by issuing an invoice). Subsequent changes to orders by the contractual partner must also be confirmed in writing by Wonder GmbH.
- (6) Wonder GmbH is entitled to accept orders only partially from the contractual partner who is not a consumer by making deviations or reservations. If the partial acceptance of the order is not acceptable to the contractual partner, the contractual partner is obliged to inform Wonder GmbH in writing within 3 working days. In this case, the contract is deemed not to have been concluded. Otherwise, the acceptance of the order is deemed to have been approved by the contractual partner. In the case of the purchase of consumer goods, the statutory provisions apply.

§3 Prices, term of payment and default

- (1) Our prices include the applicable statutory VAT and are quoted in euros; packaging and shipping costs are charged separately. In countries other than Germany the prices refer to the netto selling price. Processing is carried out using the reverse charge procedure.
- (2) The prices valid at the time of the order shall apply.
- (3) Invoices are due immediately without deduction. This also applies to partial invoices.
- (4) Unless otherwise agreed, the contractual partner is obliged to pay 60% of the invoice amount in advance when the invoice is issued. The last 40% of the invoice amount shall follow upon delivery.
- (5) In the event of late payment, all liabilities of the contractual partner towards Wonder GmbH are due immediately. In addition, Wonder GmbH is entitled not to make further deliveries or only against advance payment. Further claims remain reserved.

§4 Shipping and delivery time

(1) The goods are sold ex warehouse. The goods travel uninsured and at the risk of the client.

(2) If delivery to the client is not possible because the delivered goods do not fit through the doors or entrances of the client or because the client is not found at the delivery address provided by him, although the delivery time was communicated to the client with a reasonable period of notice, the client shall bear the costs for the unsuccessful delivery.

(3) The amount of the packaging, shipping and delivery costs shall be communicated to the client upon conclusion of the contract. The transport takes place without assumption of liability by Wonder GmbH for the cheapest and fastest delivery. Wonder GmbH is entitled to make partial deliveries.

(4) If a partial delivery is made by a forwarding agent, the risk for the goods is transferred to the client upon handover to the carrier.

§5 Right of defects and obligation to give notice of defects

(1) The client must inspect the goods immediately upon receipt and immediately notify Wonder GmbH in writing of any defects. If the defects relate to transport damage, the client must report this to the carrier and note it in writing on the delivery bill or by e-mail.

(2) If the client is a consumer, the warranty and liability for defects of the delivered product shall be governed by the statutory provisions.

(3) In the case of used goods, the warranty period may be less than two years.

(4) Claims for defects by the contractual partner who is not a consumer require compliance with the inspection and complaint obligations in accordance with CISG.

(5) If the client is not a consumer, the limitation period shall be one year. This shall apply insofar as no claims for damages and reimbursement of expenses relating to compensation for damage to body and health or to intent and gross negligence are asserted.

§6 Retention of title

(1) Wonder GmbH retains ownership of the goods until full payment has been made.

(2) If the goods are combined, mixed, or processed with other items, the seller acquires co-ownership of the uniform or new item in the proportion resulting from the ratio of the value of the goods delivered by the seller to the value of the other combined, mixed or processed items. In all other respects, the same shall apply to the new item created by combining, mixing, or processing as to the goods delivered under reservation of title.

(3) In the event of access by third parties to reserved goods or the outstanding debts assigned to Wonder GmbH, the contractual partner is obliged to point out the ownership/right of Wonder GmbH and to notify Wonder GmbH immediately. The costs of an intervention are borne by the client.

(4) In the event of behavior contrary to the contract, in particular default in payment, the contractual partner is obliged to surrender the reserved goods still in his possession at the first request of Wonder GmbH and to assign any claims for surrender against third parties due to the reserved goods to Wonder GmbH.

§7 Cancellation policy

(1) If the client is a consumer then he has a right of withdrawal in accordance with the following provisions:

You have the right to cancel this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods.

To exercise the right of withdrawal, you must inform us (Wonder GmbH, Schildmannsberger Str. 20, 84307 Eggenfelden, E-Mail: mail@wonder.gmbh) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail).

To comply with the revocation period, it is sufficient for you to send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than 14 days from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the 14-day period has expired. You shall bear the direct costs of returning the goods. You only must pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties, and functionality.

End of the revocation instruction

(3) Consequences of withdrawal

If you have withdrawn from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction.

§ 8 Exclusion of the right of withdrawal

- for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer,
- for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded,

- for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery,
- for the delivery of goods if they have been inseparably mixed with other goods after delivery due to their nature,
- for the delivery of audio or video recordings or software if the seal on the delivered data carriers has been broken by the consumer, or
- for contracts with entrepreneurs.

§ 9 Warranty, liability for defects

(1) In the event of defective goods, the contractual partner shall be entitled to a warranty right in accordance with the following provisions.

(2) Unless otherwise specified, the limitation period for liability for defects shall be 1 year for new goods and 6 months for used goods, in each case from the date of delivery. In the case of contracts with consumers, the limitation period for liability for defects shall be 2 years for new goods and 1 year for used goods, in each case from delivery. The shortening of the limitation period does not apply to injury to life, body, and health as well as grossly negligent and intentional breaches of duty by Wonder GmbH. The limitation period in the case of a delivery recourse remains unaffected.

(3) Wonder GmbH is entitled at its own discretion to repair or replace the goods during the warranty period. Only if the repair or replacement delivery is not carried out within a reasonable time through the fault of Wonder GmbH or has finally failed, the contractual partner has the right to cancel the contract within the framework of the legal requirements, to demand a reduction in price or compensation for damages or reimbursement of expenses. A repair or replacement delivery shall be deemed to have failed after a second unsuccessful attempt unless the nature of the goods or the defect or other circumstances indicate otherwise. If claims for damages or reimbursement of expenses are asserted, the liability of Wonder GmbH is limited as described in §10.

§ 10 Limitation of liability

(1) Claims of the customer for damages are excluded. Wonder GmbH is only liable for claims for damages of the customer due to injury to life, body, health, or essential contractual obligations, which must be fulfilled in order to achieve the contractual objective. Also excluded are claims for damages in the event of intent and gross negligence on the part of the provider or his legal representative or vicarious agent. Otherwise, the statutory provisions shall apply.

(2) Except in the case of intentional breach of contract, Wonder GmbH is only liable for the foreseeable damage typical for the contract if this was caused by simple negligence, unless it concerns claims for damages by the customer arising from injury to life, body, and health.

(3) The restrictions from (1) and (2) also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

(4) Wonder GmbH is not liable for improper use of the goods and products by the contractual partner.

§ 11 Image rights

All image rights to the images used and displayed by Wonder GmbH are owned by Wonder GmbH.

Any use requires the express consent of the respective copyright holder.

§ 12 Final provisions

(1) The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or the underlying contract is the registered office of Wonder GmbH, insofar as this is legally permissible.

(2) The law of the Federal Republic of Germany shall apply to contracts between the provider and the customer, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the restriction of the choice of law and the applicability of mandatory provisions, of the state in which the customer as a consumer has his habitual residence, remain unaffected by this.

(3) The contractual partner is informed that Wonder GmbH processes and stores the personal data obtained during the business relationship in accordance with the provisions of the Federal Data Protection Act.

(4) The invalidity of a provision does not affect the validity of the other provisions of the contract. Should this case occur, the provision shall be replaced by another legally permissible provision that corresponds to the meaning and purpose of the invalid provision.