

**GENERAL TERMS AND CONDITIONS of the company**

**HCOM-S-TRADE L.L.C.**

**§ 1 Scope of application and provider**

- 1.1. The General Terms and Conditions (hereinafter referred to as "GTC") govern the sale of products and services by HCOM-S-TRADE L.L.C. (hereinafter referred to as the "Provider") to you, in the version valid at the time of the order.
- 1.2. Deviating general terms and conditions of the customer are rejected.
- 1.3. Please read these terms and conditions carefully before placing an order with HCOM-S-TRADE L.L.C.. By placing an order with HCOM-S-TRADE L.L.C. you agree to the application of these terms and conditions to your order.
- 1.4. On the website of HCOM-S-TRADE L.L.C. we offer you the procurement of the following products after consultation:
  - **IT & telecommunication products of all kinds**
- 1.5. On the website of HCOM-S-TRADE L.L.C. we offer you the following services:
  - **Consultancy and sales, planning and creation of voice and data networks, Planning and creation of surveillance, DMS, storage and backup solutions, mobile services, customer service**

**§ 2 Conclusion of the contract**

- 2.1. Contracts based on the products and services described on this website can be concluded in German and English.
- 2.2. The offers are aimed exclusively at B2B and end customers with a billing and delivery address in:  
the EU and Africa.  
The possible delivery addresses and the place of delivery may be restricted for individual bulky goods items; the restriction is shown in the respective list price.
- 2.3. The customer must have reached the age of 18.
- 2.4. The presentation of the goods on the website is of an advisory nature and does not constitute a legally effective offer. The presentation of the goods merely informs the customer.

- 2.5. Your order constitutes an offer to HCOM-S-TRADE L.L.C. to conclude a purchase contract. The customer submits a binding purchase offer when he has gone through the consultation and ordering process, providing the information requested there, and has accepted the offer created in the final ordering step
- 2.6. The purchase contract between the supplier and the customer is only concluded when the customer accepts the offer. Please note that the confirmation of receipt of your order does not constitute a declaration of acceptance in the aforementioned sense.
- 2.7. The validity of contracts for larger than normal household quantities and the commercial resale of the object of purchase requires the express confirmation of the supplier. This applies both to the number of products ordered as part of a single order and to the placing of multiple orders for the same product, where the individual orders comprise a normal household quantity.
- 2.8. Your orders are stored by us after conclusion of the contract. If you lose your order documents, please contact us by e-mail or telephone. We will send you a copy of the order data.
- 2.9. The presentation of the service on the website does not constitute a legally effective offer. The presentation of the service merely informs the customer.
- 2.10. By ordering a chargeable service, the customer enters into a further, separate contractual relationship with HCOM-S-TRADE L.L.C.. The user will be informed about the respective chargeable service and the terms of payment before this contractual relationship is concluded. The contractual relationship arises when the customer accepts the offer made in response.

### **§ 3 Description of the scope of services**

The scope of services of HCOM-S-TRADE L.L.C. consists of the following services:

- **The user can obtain information via our website and enquire about the services and products offered.**

### **§ 4 Prices and shipping costs**

- 4.1. Our prices for end customers include the applicable statutory VAT plus shipping costs. The shipping surcharges vary depending on the type of delivery and the nature of the item.

- 4.2. The prices valid at the time of the order shall apply. If list prices are available, the prices of the list price valid at the time of the order shall apply.

## **§ 5 Delivery and cancellation**

- 5.1. Unless otherwise agreed, delivery shall be made to the delivery address specified by the customer. We would like to point out that all information on the availability, dispatch or delivery of a product is only an estimate and an approximate guide. They do not constitute binding or guaranteed dispatch or delivery dates, unless this is expressly stated as a binding date in the dispatch options for the respective product.
- 5.2. If HCOM-S-TRADE L.L.C. realises during the processing of your order that products ordered by you are not available, you will be informed separately by e-mail. The legal claims of the customer remain unaffected.
- 5.3. If delivery to the customer is not possible because the delivered goods do not fit through the customer's front door, front door or staircase or because the customer is not found at the delivery address specified by him, although the delivery time was announced to the customer with reasonable notice, the customer shall bear the costs for the unsuccessful delivery.
- 5.4. Delivery is made according to the customer's payment method. In the case of advance payment, delivery is made after the payment order has been issued to the transferring bank. In the case of payment on account, delivery takes place after conclusion of the contract.
- 5.5. If your order is dispatched in more than one parcel, you may receive a separate dispatch confirmation for each parcel. In this case, a separate purchase contract will be concluded between us for each dispatch confirmation for the products listed in the respective dispatch confirmation. The contractual partner is HCOM-S-TRADE L.L.C.. Irrespective of your right of cancellation, you can cancel your order for a product at any time free of charge before the associated dispatch confirmation is sent. This does not apply to items or services ordered specifically at the customer's request. In this case, the customer will be informed separately.

## § 6 Customs

- 6.1. If you order products from HCOM-S-TRADE L.L.C. for delivery outside the European Union, you may be subject to import duties and taxes, which are levied once the parcel reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs regulations vary greatly from country to country, so you should contact your local customs office for more information.
- 6.2. Please also note that when ordering from HCOM-S-TRADE L.L.C., you are considered the importer of record and must comply with all laws and regulations of the country in which you receive the products. The protection of your data is important to us and we would like to make our international customers aware that cross-border shipments are subject to opening and inspection by customs authorities. For further information please ask for our customs information.

## § 7 Terms of payment

- 7.1. Any fees incurred are to be paid in advance to HCOM-S-TRADE L.L.C. without deduction on the due date.
- 7.2. The customer can pay for the goods or services using the following payment methods:
  - On account  
Payment on account is only possible for consumers aged 18 and over. The delivery address, the home address and the billing address must be identical and located in the following countries:  
Germany  
In the case of payment on account and in other cases where there is a justified reason, HCOM-S-TRADE L.L.C. checks and evaluates the data provided by the customer.  
In unclear cases, payment can only be made in advance.
- 7.3. Certain payment methods may be excluded by the provider in individual cases.
- 7.4. The customer is not permitted to pay for the goods or services by sending cash or cheques.
- 7.5. If the supplier offers payment in advance and the customer chooses this method of payment, the customer must transfer the invoice amount to the supplier's account within five calendar days of receipt of the order. The supplier reserves the goods accordingly for five calendar days.

- 7.6. If the supplier offers payment by invoice and the customer chooses this method of payment, the customer undertakes to pay the invoice amount within 14 days of dispatch of the goods, without any deduction of discount.
- 7.7. If the customer defaults on payment, the supplier reserves the right to claim damages for default.

## **§ 8 Limitation of liability (services)**

- 8.1. With regard to the service sought or offered, the contract is concluded exclusively between the respective participating purchasers. Therefore, HCOM-S-TRADE L.L.C. is not liable for the services of the participating buyers. Accordingly, all matters pertaining to the relationship between the Ordering Parties, including, without limitation, services received by a Seeker or payments due to Ordering Parties, shall be addressed directly to the respective party. The HCOM-S-TRADE L.L.C. cannot be held responsible for and hereby expressly disclaims all liability of any kind whatsoever, including claims, benefits, direct or indirect damages of any kind, intentional or unintentional, suspected or unsuspected, disclosed or undisclosed, of any kind whatsoever in connection with the aforementioned matters.
- 8.2. HCOM-S-TRADE L.L.C. is only liable for damages resulting from injury to life, body or health if they are based on an intentional or negligent breach of duty by HCOM-S-TRADE L.L.C. or an intentional or negligent breach of duty by a legal representative or vicarious agent of HCOM-S-TRADE L.L.C.. HCOM-S-TRADE L.L.C. are based.
- 8.3. HCOM-S-TRADE L.L.C. shall only be liable for other damages, insofar as they are not based on the breach of cardinal obligations (such obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely), if they are based on an intentional or grossly negligent breach of duty by HCOM-S-TRADE L.L.C. or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of HCOM-S-TRADE L.L.C..
- 8.4. Claims for damages are limited to the foreseeable damage typical for the contract. In the event of default, they shall amount to a maximum of 5% of the order value.
- 8.5. Claims for damages based on injury to life, limb, health or freedom are time-barred after 30 years; otherwise after 1 year, whereby the limitation period begins at the end of the year in which the claim arose and the creditor becomes aware of the circumstances giving rise to the claim and the identity of the debtor or should have become aware of them without gross negligence (Section 199 (1) BGB).

## **§ 9 Offsetting and right of retention**

- 9.1. The Purchaser shall only be entitled to set-off if the Purchaser's counterclaim has been recognised by declaratory judgement or has not been disputed by the Supplier.
- 9.2. The customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

## **§ 10 Retention of title**

HCOM-S-TRADE L.L.C. retains title to the goods until full payment has been received.

## **§ 11 Transport damage**

- 11.1. If the customer receives the goods with obvious transport damage, the supplier requests him to complain about this as soon as possible.
- 11.2. If the customer fails to make a complaint, this has no consequences for the statutory warranty rights. The purpose of the complaint is to enable the supplier to assert his own claims against the carrier.

## **§ 12 Right of defects**

- 12.1. If the customer is a consumer, the warranty and liability for defects of the delivered object of purchase shall be governed by the statutory provisions: Accordingly, in addition to your 30-day return guarantee, purchasers in the European Union have warranty rights for a period of two years from delivery of the goods and may request the repair or replacement of products purchased on HCOM-S-TRADE L.L.C. if they prove to be defective or not as described. If the goods cannot be repaired or replaced within a reasonable time or without difficulty, you may request a refund or reduction of the purchase price.
- 12.2. In the case of used goods, the warranty period may be shorter than two years.
- 12.3. If the customer is not a consumer, the defect shall be remedied by new delivery or new fulfilment.
- 12.4. If the customer 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 or gross negligence are asserted.

### **§ 13 Limitation of liability (products)**

- 13.1. The supplier shall be liable for claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations, as well as for other damages based on its intentional or grossly negligent breach of duty or that of one of the supplier's legal representatives or vicarious agents.
- 13.2. Material contractual obligations are obligations whose fulfilment is necessary to achieve the objective of the contract.
- 13.3. The provider is liable for breaches of essential contractual obligations that are based on foreseeable damage typical for the contract, provided that the damage was caused by simple negligence. This limitation does not apply to claims for damages by the customer that are based on injury to life, limb or health.
- 13.4. The provisions of the Product Liability Act remain unaffected.
- 13.5. Insofar as the liability of HCOM-S-TRADE L.L.C. is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

## **§ 14 Cancellation policy**

14.1. If the customer is a consumer, he has a right of cancellation in accordance with the following provisions:

Right of cancellation:

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods (or the last goods, partial consignment or piece in the case of a contract for several goods of a uniform order or the delivery of goods in several partial consignments or pieces), without giving reasons to cancel.

The cancellation period for services is fourteen days from the day the contract is concluded.

To exercise your right of cancellation, you must contact us:

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of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the sample cancellation form on our website or send us another clear declaration. If you make use of this option, we will immediately send you a confirmation of receipt of such a cancellation (e.g. by e-mail).

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires and to return the goods via our online returns centre within the period defined below.

For additional information regarding the scope, content and explanations of the exercise, please contact our customer service.

**14.2. Consequences of the cancellation:**

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.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return the goods immediately and in any case within 14 days at the latest from the day on which you inform us of the cancellation of this contract to

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to return or hand over the goods. The deadline is met if you dispatch the goods before the 14-day period has expired. You shall bear the direct costs of returning the goods. Goods that cannot be sent by parcel post will be collected from you.

**14.3. Exceptions to the right of cancellation**

You only have to 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.

The right of cancellation does not exist or expires for the following contracts:

- for the delivery of goods which are not suitable for return for reasons of health protection or hygiene and whose seal has been removed after delivery or which have been inseparably mixed with other goods after delivery due to their nature;
- for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery;
- for the delivery of goods that are manufactured according to customer specifications or are clearly tailored to personal needs
- for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded;
- in the case of services, if HCOM-S-TRADE L.L.C. has provided these in full and you have acknowledged and expressly agreed before placing the order that we can begin to provide the service and you lose your right of cancellation upon complete fulfilment of the contract.

**§ 15 Exclusion of the right of cancellation**

**15.1. The right of cancellation does not apply to contracts**

- 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 customised to the personal needs of the consumer;
- for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded.

**15.2. The right of cancellation expires prematurely for contracts**

- 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 these have been inseparably mixed with other goods after delivery due to their nature;
- for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery.

## **§ 16 Data protection**

- 16.1. If personal data (e.g. name, address, e-mail address) is collected, we undertake to obtain your prior consent. We undertake not to pass on any data to third parties unless you have given your prior consent.
- 16.2. We would like to point out that the transmission of data on the Internet (e.g. by e-mail) may be subject to security vulnerabilities. Accordingly, error-free and trouble-free protection of third-party data cannot be fully guaranteed. Our liability in this respect is excluded at .
- 16.3. Third parties are not authorised to use contact data for commercial activities unless the provider has given prior written consent to the persons concerned.
- 16.4. You have the right at any time to obtain from HCOM-S-TRADE L.L.C. complete and free information about the data concerning you.
- 16.5. Furthermore, the user has the right to rectification/deletion of data/restriction of processing.
- 16.6. Further information on data protection can be found in the separate privacy policy.

## **§ 17 Cookies**

- 17.1. We may use cookies to display the product range. Cookies are small text files that are stored locally in the cache of the visitor's Internet browser.
- 17.2. Numerous websites and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier for the cookie. It consists of a character string that allows websites and servers to be assigned to the specific internet browser in which the cookie was stored. This enables the websites and servers visited to distinguish the individual browser of the data subject from other Internet browsers that contain other cookies. A specific Internet browser can be recognised and identified via the unique cookie ID.
- 17.3. Through the use of cookies, we can provide the users of this website with more user-friendly services that would not be possible without the cookie setting.

- 17.4. We would like to point out that some of these cookies are transferred from our server to your computer system, most of which are so-called session-related cookies. Session-related cookies are characterised by the fact that they are automatically deleted from your hard drive at the end of the browser session. Other cookies remain on your computer system and enable us to recognise your computer system on your next visit (so-called persistent cookies).
- 17.5. You can object to the storage of cookies by clicking on the banner to which you can object/accept.
- 17.6. Of course, you can set your browser so that no cookies are stored on your hard drive or cookies that have already been stored are deleted. The instructions regarding the prevention and deletion of cookies can be found in the help function of your browser or software manufacturer.

## **§ 18 Place of jurisdiction and applicable law**

- 18.1. The law of the Federal Republic of Germany shall apply exclusively to differences of opinion and disputes arising from this contract, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 18.2. The sole place of jurisdiction for orders from merchants, legal entities under public law or special funds under public law is the registered office of the provider.

## **§ 19 Final provisions**

- 19.1. The contract language is German.
- 19.2. We do not offer products or services for purchase by minors. Our products for children can only be purchased by adults. If you are under 18, you may only use HCOM-S-TRADE L.L.C. products with the assistance of a parent or guardian.
- 19.3. If you breach these Terms and Conditions and we do nothing about it, we will still be entitled to exercise our rights on any other occasion on which you breach these Terms and Conditions.

- 19.4. We reserve the right to make changes to our website, rules, terms and conditions including these GTC at any time. Your order will be subject to the terms of sale, contract terms and conditions in force at the time of your order, unless a change to these terms is required by law or governmental order (in which case they will also apply to orders previously placed by you). If any provision of these Terms of Sale is held to be invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
- 19.5. The invalidity of a provision shall not affect the validity of the other provisions of the contract. Should this occur, the provision shall be replaced by another legally permissible provision that corresponds to the meaning and purpose of the invalid provision.