

## **Terms and Conditions of Purchase Contracts concluded via the platform**

### **By and between**

WDL Aviation GmbH & Co. KG, Flughafen Cologne/Bonn, Flugzeughalle 6, 51147 Cologne, Webshop Customer Service fax +49 (0)711 - 7899 1010, Webshop Customer Service e-mail [germanairways@knv-zeitfracht.de](mailto:germanairways@knv-zeitfracht.de), registered in the commercial register of District Court Cologne under the number HRA 11310, represented by Dr. Wolfram Simon-Schröter and Maren Wolters, VAT no.: DE 121 957 133 - hereafter “Vendor” –

and

the Customer designated in Section 2 of the Contract - hereafter “Customer”.

### **Section 1 Scope, definitions of terms used**

(1) The business relations between the webshop provider (hereafter referred to as “Vendor”) and the Customer (hereafter referred to as “the Customer”) shall be subject solely to the following General Terms and Conditions, as amended up to the point of the order. Application of the Customer’s conflicting general terms and conditions shall be excluded, unless the Vendor has expressly agreed in writing that they shall apply.

(2) The Customer is classed as a consumer provided that the purpose of the supplies and services rendered are predominantly outside his/her trade, business or profession. An entrepreneur, by contrast, means a natural or legal person or a partnership with legal personality who or which, when concluding the Agreement, acts in exercise of his/her or its trade, business or profession.

### **§ 2 Conclusion of contract**

(1) The Customer may select products from the Provider’s range and place them in a shopping basket by clicking on the “Place in shopping basket” button. By pressing the “Order and pay” button he or she issues a binding request to purchase the products in the shopping basket. The Customer may modify and inspect the data at any time before sending the order. However, the request may only be issued and transmitted if the Customer accepts these Contractual Terms and Conditions by clicking on the “Accept Terms and Conditions” button to include these in his/her request.

(2) The Vendor then sends the Customer an automatic confirmation of receipt by e-mail in which the Customer’s order is again set out and which the Customer can print out by pressing “Print”. The automatic confirmation of receipt merely documents that the Customer’s order has been received by the Vendor. It does not imply acceptance of the request. The contract is not completed until the Vendor issues the declaration of acceptance, which is sent in a

separate e-mail (order confirmation). We shall send the text of the contract (consisting of the order, Terms and Conditions and the order confirmation) to the Customer on a durable medium (e-mail or hard copy) (order confirmation) within this e-mail or a separate e-mail on delivery of the goods at the latest. The text of the contract is stored subject to data protection requirements.

(3) The contract is concluded in German.

### **§ 3 Delivery, availability of goods**

(1) Delivery times stated by us are calculated from the point of issue of the order confirmation, subject to advance payment of the purchase price (except for purchases on account). Unless a (another) delivery time is stated for the product in our online shop, it is 2-3 days for national deliveries and 4-7 days for international deliveries.

(2) If no items of the product selected by the Customer are available at the point of order, the Vendor shall immediately inform the Customer of this in the order confirmation. If the product is permanently unavailable, the Vendor shall not issue a declaration of acceptance. In this case no contract shall be concluded.

(3) If the product designated by the Customer in the order is only temporarily unavailable, the Vendor shall also inform the Customer of this immediately in the order confirmation.

### **§ 4 Reservation of title**

The delivered goods remain the property of the Vendor until full payment is made.

### **§ 5 Prices and shipping costs**

(1) All prices stated on the Vendor's website are inclusive of statutory value added tax.

(2) The associated shipping costs are stated in the order form and are borne by the Customer unless the Customer exercises his/her right of revocation.

(3) Goods are shipped by mail. Shipping risks are borne by the Vendor where the Customer is a consumer.

(4) In the event of revocation, the Customer must bear the direct costs of returning the product.

### **§ 6 Payment**

(1) The Customer may effect payment by invoice.

(2) The Customer may change the payment type saved in his/her user account at any time.

(3) Payment of the purchase price is due immediately on completion of contract. If the payment due date is determined by calendar, failure to meet the deadline immediately places the Customer in arrears. In such cases he/she must pay the Vendor annual arrears charges of 5 percentage points above the basic interest rate.

(4) The Customer's obligation to pay arrears interest charges does not preclude additional claims for damages relating to arrears being brought by Vendor.

#### **§ 7 Material defect warranty, guarantee**

(1) The Vendor is liable for material defects in accordance with the applicable legislation, including but not limited to Sections 434 et seq. of the German Civil Code (BGB). The warranty period for items delivered by the Vendor is 12 months if the Customer is an entrepreneur.

(2) An additional guarantee only applies to the goods delivered by the Vendor if it was expressly issued in the order confirmation for the respective item.

#### **§ 8 Liability**

(1) Customer claims for damages are excluded. This shall not apply to damages to the Customer arising from injury to life, body or health or infringement of material contractual obligations (cardinal obligations) or liability for other damages caused by deliberate or negligent infringement of duties by the Vendor or its vicarious agents. Material contractual obligations are those obligations that are essential for achieving the contractual purpose.

(2) In the case of infringement of material contractual obligations the amount for which Vendor is liable shall in no case exceed the damage that was foreseeable and that is typical of such agreements if such damage was merely caused by negligence, unless the Customer's claims for damages relate to injury to life, body or health.

(3) The limitations set out in (1) and (2) above shall also apply in favour of the Vendor's legal representatives and vicarious agents if claims are brought directly against such.

(4) The limitations of liability arising from (1) and (2) above shall not apply where the Vendor has fraudulently concealed the defect or has provided any warranty for the condition or composition of the property. The same applies where the Vendor and the Customer have concluded an agreement regarding the condition or composition of the property. This agreement is subject to the product liability laws.

#### **Section 9 Statement of the right of revocation**

(1) Consumers generally have a statutory right of revocation when completing a distance selling transaction. The Vendor has provided the legal template below containing details of

this right. Exemptions from the right of revocation are detailed in paragraph (2). A revocation form template is provided in paragraph (3).

## **Statement of the right of revocation**

### **Right of revocation**

***You have the right to revoke this Agreement within fourteen days without giving reasons.***

***The revocation period runs for fourteen days from the day on which you (or a third party nominated by you), other than a carrier, take(s) possession of the goods.***

***In order to exercise your right of revocation you must inform us Verlagsauslieferung German Airways, Remittendenabteilung VA, c/o KNV Zeitfracht GmbH, Ferdinand-Jühlke-Straße 15, 99095 Erfurt, fax +49 (0)711 - 7899 1010, e-mail [germanairways-shop@knv-zeitfracht.de](mailto:germanairways-shop@knv-zeitfracht.de) (which is authorised by WDL Aviation GmbH & Co. KG to receive the revocations) by a clear statement (for example a letter sent by post, fax or e-mail) of your decision to revoke this Agreement. You may use the attached revocation form template for this purpose, however this is not obligatory.***

***To comply with the deadline for revocation it is sufficient for you to send the notification that you are exercising the right of revocation before the revocation period expires.***

### **Consequences of revocation**

***If you revoke this Agreement we must return to you all payments we have received from you including delivery costs (with the exception of additional costs arising from your selecting a type of delivery other than the low-cost standard delivery offered by us) immediately but at the latest within fourteen days from the day on which the notification of your revocation of this Agreement was received by us. We shall use the same means of payment you used for the original transaction to make this repayment, unless otherwise explicitly agreed with you; you will not be charged for this repayment under any circumstances.***

***We may refuse to make the repayment until the goods have been returned to us or you have produced evidence that you have sent the goods back, whichever is earlier.***

***You must send the goods back to us or hand them to us immediately but at the latest within fourteen days from the day on which you inform us of the revocation of this Agreement. You are considered to have met the deadline if you send the goods before the fourteen-day period has expired.***

***You shall bear the direct costs of returning the product.***

*You must only cover any depreciation in value of the goods if such depreciation is due to unnecessary transactions conducted with you to verify the integrity, characteristics and functionality of the goods.*

**(2) The right of revocation shall not apply to agreements for the delivery of audio or video recordings or computer software in sealed packaging where the seal is removed following delivery.**

**(3) As required by law, the Vendor provides the following information via the revocation form template:**

***Revocation form template***

***(If you wish to revoke the Agreement please complete this form and return it.)***

***— To [entrepreneur's name, address and if applicable fax number and e-mail address should be inserted by the entrepreneur here]:***

***— I/we (\*) hereby revoke the Agreement concluded by me/us (\*) on the purchase of the following goods (\*)/provision of the following service (\*)***

***— Ordered on (\*)/received on (\*)***

***— Name of consumer(s)***

***— Address of consumer(s)***

***— Signature of consumer(s) (hard copy only)***

***— Date***

***(\*) please cross out if not applicable***

## **Section 10 Concluding provisions**

(1) Agreements between the Vendor and the Customer shall be subject to the law of the Federal Republic of Germany, excluding the UN Sales Convention (CISG). Nothing in this Agreement shall affect the legal provisions on the limitation of choice of jurisdiction and applicability of mandatory regulations, particularly but not limited to those of the state in which the Customer as consumer has his/her normal residence.

(2) The place of jurisdiction for all disputes arising from and in connection with this contract shall be the Vendor's headquarters if the Customer is a businessperson, a corporate body under public law or a fund under public law.

(3) The legal invalidity of individual provisions of this Agreement shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by statutory regulations where available. However, should this represent unreasonable hardship for one of the contracting parties the Agreement shall be rendered invalid in its entirety.