**General Terms and Conditions of DINO-CARS and TRAMPOLINE Online Shop for Entrepreneurs**
(As of June 2024)

**§ 1 Scope / General Provisions**

(1) These General Terms and Conditions (hereinafter "GTC") apply to all contracts concluded between us (DINO-CARS Evers GmbH, Dorfstrasse 63, 26899 Rhede Brual) and our customers acting in the course of their commercial or independent professional activity (entrepreneurs) via our online shop. In addition to these GTC, the statutory provisions apply.

(2) The use of our online offer is only possible for registered entrepreneurs. By registering, the entrepreneur agrees to these terms and conditions.

(3) Deviating, conflicting, or supplementary terms and conditions of the customer become part of the contract only if we have expressly agreed to their validity.

(4) Legal declarations and notices that the customer makes to us after the conclusion of the contract (e.g., deadlines, defect notices, declaration of withdrawal or reduction) require written or text form to be effective.

(5) Changes to these terms and conditions will be communicated to the customer in writing or via email. If the customer does not object to a change within 4 weeks after receiving the change notification, the changes are considered accepted. We will specifically inform the customer about the legal consequences of silence at the start of the deadline.

**§ 2 Conclusion of Contract / Language of Contract / Storage of Contract Text**

(1) The presentation or advertising of goods in our online shop does not constitute a binding offer for the conclusion of a purchase contract.

(2) In the online shop, the customer's order is sent to us after pressing the "order with obligation to pay" button or a similarly clearly labeled button. The order constitutes a legally binding offer, to which the customer is bound for 14 calendar days.

(3) Upon receipt of the order, we immediately confirm receipt to the customer by email. The order confirmation does not constitute acceptance of the contract offer unless acceptance is declared simultaneously.

(4) A contract between us and the customer is concluded through an acceptance declaration by email or by delivery of the ordered goods.

(5) The contract can only be concluded in the German language.

(6) Before submitting a binding order in the online shop, the option to save the contract text is available. We also store the contract text of the agreement with the customer. Additionally, the customer will be sent the terms of the contract along with details of the ordered goods, including these GTC.

**§ 3 Delivery Times / Delay**

(1) Delivery times or delivery dates are generally non-binding unless otherwise agreed.

(2) Our delivery and performance obligations are subject to correct and timely self-delivery.

(3) If delivery is delayed due to circumstances of force majeure, especially in cases of strikes or lawful lockouts, or any other unforeseen circumstances beyond our control (non-availability of performance), the delivery time will be extended accordingly. This also applies if such circumstances occur with our suppliers. The customer will be informed immediately about the start and end of such hindrances.

If the goods are still unavailable after the new delivery period, we are entitled to withdraw from the contract, either in whole or in part. Any performance already provided by the customer will be refunded immediately.

(4) The customer's right to withdraw from the contract after setting a reasonable period or to claim damages for non-performance according to § 8 remains unaffected. Our statutory rights, especially those regarding exclusion from performance obligations (e.g., due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected.

**§ 4 Delivery / Risk Transfer / Acceptance / Default in Acceptance**

(1) Unless otherwise agreed, deliveries are EXW from our warehouse (Incoterms 2020). The fulfillment location for delivery and any subsequent performance is also at our warehouse. Upon the customer's request and at their expense, goods will be shipped to another destination (shipment sale). Unless otherwise specified, we are entitled to determine the mode of shipment (including transport company, shipping route, packaging).

(2) Partial deliveries by us are permitted unless they are unreasonable for the customer. Unreasonableness is assumed, in particular, if the partial delivery would cause the customer significant additional effort or costs, if the partial delivery is not usable for the customer for the contractual purpose, or if the delivery of the remaining ordered goods is not ensured.

(3) If the goods are shipped at the customer's request, the risk passes to the customer upon loading onto the transport vehicle. If the transport is delayed due to reasons within the customer's sphere, the risk passes to the customer as soon as the goods are ready for shipment and we inform the customer accordingly.

(4) Loss or visible damage to the goods, as well as exceeding the delivery period, must be reported to the carrier upon delivery (§ 438 HGB). The customer must immediately provide a copy of this report to the supplier.

**§ 5 Prices / Payment Terms**

(1) The prices listed on the website in euros apply, including packaging but excluding the applicable VAT, other taxes, transport costs, customs duties, fees, and other public charges from our warehouse.

(2) The purchase price is due upon conclusion of the purchase contract.

(3) The purchase price and other costs (e.g., shipping costs, customs duties, etc.) are to be paid no later than 30 days after receipt of the goods and invoice. If the customer fails to pay within this period, they are in default. The purchase price is subject to the statutory default interest rate during the period of default. We reserve the right to claim further damages due to default. The claim for commercial default interest (§§ 352, 353 HGB) remains unaffected in relation to merchants.

(4) If payment is made within ten days after the invoice date, the customer will receive a 2% discount on the purchase price.

(5) In case of default in payment, the supplier is entitled to a lump sum of EUR 40.00. This lump sum is credited against any damage caused by legal costs.

(6) Payment by bill of exchange or check is only permitted with explicit agreement and is considered a security payment. Any costs related to the redemption of the bill of exchange or check are borne by the customer.

(7) The customer is only entitled to offset or withhold payments if their claim is acknowledged, undisputed, or legally established.

(8) The customer's creditworthiness is assumed upon order acceptance. If, after the conclusion of the contract, reasons are revealed that suggest insufficient creditworthiness, we may require advance payment or security, even if bills of exchange have been provided. If the customer does not comply, we reserve the right to withdraw from the contract.

**§ 6 Retention of Title**

(1) We retain ownership of the goods (hereinafter "retained goods") until all claims arising from the purchase contract and business relationship with the customer, including future claims, have been fulfilled.

(2) The customer is authorized to resell the retained goods in the normal course of business. Pledging or transferring ownership as security is prohibited. Any claims the customer has from the resale, including ancillary rights and potential claims against a credit insurer, are hereby assigned to us. We accept this assignment.

(3) We are obliged to release securities upon the customer's request to the extent that the realizable value of the securities exceeds the secured claims by more than 10%; we decide which securities are to be released.

(4) During the period of retention of title, the customer is prohibited from pledging or transferring the goods as security. In the event of seizure, confiscation, or other third-party interventions, the customer must inform us immediately. The resale of the delivered goods or new goods is only permitted to resellers in the ordinary course of business and only under the condition that the purchaser makes payment to the customer. The customer must also agree with the buyer that the buyer will acquire ownership only upon payment.

(5) In the event of the customer's breach of duty, particularly in case of payment default, we are entitled, without setting a deadline, to demand the return of the goods and/or withdraw from the contract after a deadline; the customer is obliged to return the goods.

**§ 7 Warranty**

(1) The customer's rights regarding material and legal defects are governed by the statutory provisions, unless otherwise specified below. The statutory provisions regarding final delivery of goods to a consumer (§§ 478, 479 BGB) remain unaffected.

(2) For contracts involving used goods, claims and rights due to defects in the delivery – regardless of the legal reason – are excluded. However, this does not apply in cases of legal defects under § 438 (1) No. 1 BGB (real property defects) or § 438 (1) No. 2 BGB (buildings, items for buildings). The excluded cases are subject to a limitation period of one year.

(3) Defect claims require that the customer has properly fulfilled their statutory obligation to inspect and report defects (§ 377 HGB).

(4) Supplementary performance is carried out by the seller either by repairing the defect or delivering defect-free goods. The seller's right to refuse supplementary performance under statutory conditions remains unaffected.

(5) Claims for damages or for the replacement of futile expenses due to defects are only possible in accordance with § 8 and are otherwise excluded.

**§ 8 Liability**

(1) We are liable to the customer according to statutory provisions for damages and expenses in cases of willful or grossly negligent injury to life, body, or health, fraudulent concealment of a defect, or a guarantee given by us, as well as under the Product Liability Act.

(2) We are also liable for the slight negligence violation of a major contractual obligation. Major contractual obligations are those whose fulfillment is necessary for the proper execution of the contract and on which the customer regularly relies. In these cases, the seller's liability is limited to foreseeable, typical damages.

(3) Otherwise, liability for damages and expenses – regardless of the legal basis – is excluded.

**§ 9 Limitation**

(1) Claims for material and legal defects expire within one year from delivery of the goods. If acceptance is agreed upon, the limitation period begins with the acceptance.

(2) For claims under the Product Liability Act or in cases of willful concealment, gross negligence, supplier regress under §§ 478, 479 BGB, legal defects under § 438 (1) No. 1, or when the goods are used for construction, the statutory limitation period applies.

**§ 10 Final Provisions**

(1) The contractual partners agree on the application of German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance is the seller's registered office.

(3) If the customer is a merchant according to the German Commercial Code (HGB), a legal entity under public law, or a public law special fund, the exclusive – even international – jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the location of our branch office.