

## TERMS OF SALES

### 1. General Provisions

(1) Our deliveries, services, and offers are made exclusively on the basis of these General Terms of Sale (hereinafter "GTS") in conjunction with the statutory provisions of the Federal Republic of Germany, in particular the provisions of the German Civil Code (BGB), the Act Against Unfair Competition (UWG), as well as the regulations applicable in Germany governing direct selling. These GTS form an integral part of all contracts concluded by Coral Club Deutschland GmbH (hereinafter also "Coral Club Deutschland") with its customers (hereinafter "Buyer" or "Customer") regarding the products offered in the online shop.

(2) Terms and conditions of the Buyer that conflict with or deviate from the following provisions shall not apply. The following GTS apply exclusively, even if Coral Club Deutschland, being aware of conflicting or deviating terms of the Buyer, performs delivery and services without reservation. We hereby expressly object to the inclusion of any deviating or supplementary terms and conditions of the Buyer unless their applicability has been expressly agreed in writing.

(3) You can view the current version of our General Terms of Sale on our website at <https://de.coral.club/faq/terms/?language=us> print them out or save them on your device.

(4) Your order data are stored in accordance with statutory requirements, in particular Article 6(1)(b) of the General Data Protection Regulation (GDPR), and, for reasons of security and data protection, are not directly accessible. Coral Club Deutschland GmbH provides all registered customers and distributors with password-protected access through which, after registration, the stored data can be viewed. For customers, this includes in particular completed and open orders, address and delivery data, as well as bonus points. Distributors additionally have access to their rebates and commission statements.

### 2. Contracting Party

Your contracting party is Coral Club Deutschland GmbH.

Registered office / mailing address: Genshagener Str. 27, 14974 Ludwigsfelde

Commercial Register: Amtsgericht Potsdam, HRB 28073 P

Managing Director: Nikolaj Josko

VAT ID No.: DE301728451

General contact information: Email: [office.deutschland@coral-club.com](mailto:office.deutschland@coral-club.com), Phone: +49 611 360 07 328

Service address for withdrawals and returns:

Coral Club Deutschland GmbH, Sales Office, Damaschkestraße 21, 10711 Berlin

The contract language is exclusively German. The performance of the contract is governed by the laws of Germany, taking into account the applicable legal provisions, in particular the German Civil Code (BGB), the General Data Protection Regulation (GDPR / DSGVO), and the Federal Data Protection Act (BDSG).

Additional legal information can be found in our Privacy Policy.

### **3. Right of Withdrawal for Consumers**

#### **(1) Right of Withdrawal**

If you are a consumer within the meaning of Section 13 of the German Civil Code (BGB), meaning that you conclude this contract primarily for purposes that are not related to your trade, business, or profession, you have the right to withdraw from this contract under the following conditions.

You have the right to withdraw from this contract within fourteen (14) days without giving any reason. This right of withdrawal applies exclusively to consumers within the meaning of Section 13 BGB.

The withdrawal period is fourteen (14) days from the day on which you or a third party designated by you, who is not the carrier, took possession of the goods. In the case of contracts for multiple goods ordered together but delivered separately, the period begins on the day you or the person designated by you receives the last item. In the case of contracts for regular delivery of goods over a defined period, the period begins on the day you or the person designated by you receives the first item.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement (e.g. by post, fax, or email). Please include your full contact details and, if available, your customer number. You may use the attached sample withdrawal form, but this is not mandatory.

Please send your notice of withdrawal to:

Address: Coral Club Deutschland GmbH, Sales Office, Damaschkestraße 21, 10711 Berlin

Email: [office.deutschland@coral-club.com](mailto:office.deutschland@coral-club.com)

Phone: +49 611 360 07 328

To meet the withdrawal deadline, it is sufficient to send the notice before the withdrawal period expires.

## (2) Consequences of Withdrawal

If you withdraw from this contract, we will reimburse you for all payments received from you, including delivery costs (except for additional costs arising from choosing a type of delivery other than the least expensive standard delivery offered by us), without undue delay and no later than fourteen (14) days from the day we receive your notice of withdrawal. For this refund, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed; you will not be charged any fees for this refund.

We may withhold the refund until we have received the goods back or until you provide proof that you have sent the goods back, whichever occurs first.

You must return or hand over the goods to us without undue delay and no later than fourteen (14) days from the day on which you inform us of your withdrawal from this contract. The deadline is met if you send the goods before the fourteen-day period expires.

You bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

## (3) Exclusions and Expiry of the Right of Withdrawal

The right of withdrawal does not apply to contracts:

- for the supply of goods that are not prefabricated and whose production is based on an individual choice or specification by the consumer, or that are clearly personalized,

- for the supply 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 supply of newspapers, periodicals, or magazines, except for subscription contracts,

- for the supply of goods which, after delivery, have been inseparably mixed with other items due to their nature.

## (4) Sample Withdrawal Form

If you wish to withdraw from the contract, please fill out this form and send it to:

Coral Club Deutschland GmbH  
Sales Office, Damaschkestraße 21, 10711 Berlin  
Email: [office.deutschland@coral-club.com](mailto:office.deutschland@coral-club.com)  
Phone: +49 611 360 07 328

I/we () hereby withdraw from the contract concluded by me/us () for 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) (only if submitted on paper):

Date:

(\*) Delete as applicable.

#### (5) Voluntary Return Policy (30 Days)

In addition to the statutory right of withdrawal, we offer a voluntary 30-day return policy from the date of receipt of the goods. The goods must be returned complete, unused, and in their original packaging within this period. The customer bears the direct return costs. Refunds will be issued within 14 days after receipt of the goods using the same payment method. Statutory rights remain unaffected. This voluntary return policy applies only to consumers residing in Germany.

The voluntary return policy does not apply to goods for which no statutory right of withdrawal exists, particularly sealed goods that are unsuitable for return for health protection or hygiene reasons once opened, or goods that, by their nature, have been inseparably mixed with other items after delivery.

Legal basis: Sections 312g, 355, 356 BGB in conjunction with Article 246a Section 1(2) EGBGB.

#### **4. Conclusion of the Contract**

(1) The presentation of our products does not constitute a legally binding offer. Only your order of goods represents a binding offer within the meaning of Section 145 of the German Civil Code (BGB).

#### (2) Order Process and Contract Conclusion in the Online Shop

You can place an order in our online shop as follows: Add the desired items to your shopping cart and go through the checkout process (entering personal information, selecting delivery and payment method). On the summary page, you can review and correct your entries if necessary (e.g., using the provided edit functions or the "Back" function of your browser). Before submitting the order, you must confirm, by checking the appropriate box, that you have read and accepted these Terms and Conditions of Sale.

By clicking the “Buy Now” button (or an equivalent button clearly indicating an obligation to pay within the meaning of Section 312j (3) BGB), you submit a binding purchase offer for the goods contained in your shopping cart. You will receive an automated acknowledgment of receipt immediately after placing the order. This acknowledgment of receipt does not yet constitute acceptance of your offer but merely informs you that your order has been received.

The contract is concluded only after our explicit acceptance (via a separate order confirmation or shipping confirmation) or upon delivery of the goods. We are entitled to accept your offer within five (5) working days.

The language of the contract is exclusively German. The current version of the Terms and Conditions can always be viewed, printed, or saved before the contract is concluded at <https://de.coral.club/faq/terms/?language=us>

### (3) Orders through Authorized Distributors

If you place your order through one of our authorized distributors, the distributor forwards your order to us. Your binding offer under Section 145 BGB is deemed received when we receive the order. As in the online shop, the contract is concluded only after our explicit acceptance (via order or shipping confirmation) or upon delivery of the goods.

### (4) Orders by Email, Fax, or Order Form

Your order submitted via our website, email, order form, team partner application, or fax constitutes a legally binding offer to conclude a purchase contract. We will confirm receipt of your order without delay. However, this confirmation of receipt or the acceptance of a telephone order does not yet constitute acceptance of your offer.

A purchase contract is concluded only when we explicitly declare acceptance of your offer (order confirmation) or – in the absence of such explicit declaration – when we ship the goods to you within five (5) working days from receipt of your order. If multiple of these alternatives apply, the contract is concluded at the time the first of these occurs. Your offer may only be accepted within the time frame in which you may expect a reply under ordinary circumstances (Section 147 (2) BGB). Exception: For prepayment or PayPal transactions, acceptance of the order occurs immediately upon placement.

### (5) Storage of the Contract Text

The contract text relating to your order is stored by us in accordance with legal requirements but is not permanently accessible online for security and data

protection reasons. Registered customers can view their relevant order data in their password-protected customer account. Upon request, we can also send you the contractual documents by email.

Legal basis:

Section 145 BGB (Offer),

Section 147 BGB (Period for Acceptance),

Section 312i (1) Nos. 1–3 BGB (Technical Steps, Correction Options, Acknowledgment of Receipt),

Section 312j (3) BGB (Button Solution),

Article 246a Section 1 (1) Nos. 1 and 9 EGBGB (Information on Contract Conclusion and Technical Procedures).

## **5. Prices and Payment**

(1) For all orders – including those placed through our online shop – the prices in euros shown in the offer at the time of ordering apply. For deliveries outside Germany, additional costs may arise upon import into a third country (e.g., customs duties, import VAT, or service fees charged by logistics providers). These additional costs are borne by the customer and are not invoiced by Coral Club Deutschland GmbH.

(2) The prices stated include the applicable statutory value-added tax (VAT) and all other price components, unless expressly stated otherwise.

(3) The prices listed in our online shop include VAT but do not include the applicable shipping costs. The specific shipping costs for each delivery country can be found at <https://de.coral.club/support/question.php?q=delivery> and are clearly displayed during the checkout process.

(4) Information on Price Reductions:

Any crossed-out prices or displayed reductions refer – unless otherwise stated – to the lowest total price that Coral Club Deutschland GmbH has charged within the 30 days prior to applying the price reduction (Section 11 of the Price Indication Regulation (PAngV)).

(5) Payment Methods:

The payment options available during the ordering process apply (e.g., credit card, PayPal, bank transfer, Coral Wallet). No additional fees may be charged for payments made via SEPA bank transfer, SEPA direct debit, or credit card (Section 270a of the German Civil Code (BGB)).

## **6. Payment**

All payments are processed via secure, encrypted connections (TLS/SSL). The selection of available payment methods is determined by Coral Club Deutschland GmbH. The following payment options are available:

### **(1) Advance Payment (Prepayment):**

In the confirmation email you receive after placing your order, you will find the total amount of your order and our bank details. The invoice amount must be transferred to our account within five (5) days of receiving the order confirmation. The goods will only be shipped after full payment has been received. You will receive a formal invoice for your records.

### **(2) SEPA Direct Debit:**

When selecting SEPA Direct Debit as your payment method, you grant Coral Club Deutschland GmbH a SEPA direct debit mandate to collect the invoice amount, including shipping costs, from the bank account you have provided. You will be informed of the upcoming debit in advance within the legally required pre-notification period (Pre-Notification, usually 2 calendar days). In the event of a return debit caused by reasons attributable to you, any fees incurred will be charged to you to the extent permitted by law. Your payment data will be processed solely for the purpose of handling the transaction.

### **(3) Credit Card Payment:**

When paying by credit card, Coral Club Deutschland GmbH accepts the following cards:

VISA

Mastercard

American Express

When paying by credit card, the purchase amount will be authorized (reserved) on your card at the time of order. The actual charge to your credit card account will occur once the goods have been shipped. Please provide your full card number, expiration date, cardholder name, and security code (CVV/CVC) when placing your order. Your payment data will be used solely for payment processing in accordance with Art. 6(1)(b) GDPR.

### **(4) Payment via PayPal:**

When paying via PayPal, you will be redirected to the PayPal website during the ordering process. To pay the invoice amount via PayPal, you must be registered

there or create a new account, log in with your access data, and confirm the payment to us. After submitting your order in the online shop, we will request PayPal to initiate the payment transaction. The transaction will then be executed automatically by PayPal in accordance with the PayPal User Agreement, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>, or — if you do not have a PayPal account — under the conditions for payments without an account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

#### (5) Payment Options for International Orders:

For orders from other European countries, the following payment methods are available — where technically supported:

Advance payment (prepayment)

Credit card payment

No additional fees may be charged for payments made within the European Economic Area (Section 270a of the German Civil Code (BGB)). The legal provisions of distance selling and payment service regulations apply, in particular Article 246a Section 1 No. 4 EGBGB, Section 270 BGB, and Article 4 No. 29 ZAG.

### **7. Delivery and Delivery Time**

(1) Unless otherwise agreed, the delivery of goods will be made from our warehouse to the delivery address you have provided. Deliveries are made only within the countries selectable during checkout. Deliveries to parcel stations (Packstation) are only possible if this option is expressly offered during the ordering process.

(2) Coral Club Deutschland GmbH aims to process orders without delay. Unless otherwise individually agreed, delivery — subject to product availability — usually takes place within 1 to 4 business days after the conclusion of the contract and receipt of payment. The delivery period begins on the day following the payment receipt. Any deviations from these delivery times will be explicitly indicated on the respective product page.

(3) If we are unable to meet a binding delivery date for reasons for which we are responsible, the buyer must set us a reasonable grace period in writing, which must not be less than 14 calendar days. After the unsuccessful expiration of this grace period, the buyer is entitled to withdraw from the contract. Statutory consumer rights remain unaffected.

#### (4) Force Majeure and Delivery Obstacles:

Events beyond our control — in particular force majeure, government actions, transport delays, operational disruptions, strikes, or lockouts — release us from our



delivery obligations for the duration of such disruptions. We will inform the customer immediately of such circumstances. In the event of withdrawal, any payments already made will be promptly refunded.

(5) Partial Deliveries:

Partial deliveries are permitted if they are reasonable for the customer. Any additional costs incurred as a result will be borne by us, unless expressly agreed otherwise.

(6) Transfer of Risk:

For consumers within the meaning of Section 13 of the German Civil Code (BGB), the risk of accidental loss or accidental deterioration of the sold goods in the case of a distance sale does not pass to the consumer until the goods have been handed over to the consumer or a person authorized by the consumer to receive them, in accordance with Section 475(2) BGB.

For business customers within the meaning of Section 14 BGB, the risk of accidental loss or accidental deterioration of the goods in the case of a distance sale passes to the buyer when the goods are handed over to the carrier, freight forwarder, or any other person or institution responsible for carrying out the shipment (Section 447 BGB).

Legal Basis: Sections 433, 434, 447, 475 BGB; Articles 18–20 of Directive 2011/83/EU on consumer rights.

## **8. Warranty (Liability for Defects)**

(1) In the event of defects in the delivered goods, consumers within the meaning of Section 13 of the German Civil Code (BGB) are entitled to the statutory warranty rights and limitation periods pursuant to Sections 434 et seq. BGB, in particular Section 438(1) No. 3 BGB. The warranty period is two years from the date of delivery, unless a longer period is prescribed by law. For used goods, the warranty period may be reduced — to the extent permitted by law — to twelve months; this does not apply to claims for damages resulting from injury to life, body, or health.

(2) We are liable for claims for damages resulting from injury to life, body, or health, for damages caused by intentional or grossly negligent breach of duty, as well as for breaches of essential contractual obligations (cardinal obligations). Further liability is governed by the special provisions of Section 9 of these Terms and Conditions. Warranty claims by merchants are limited — to the extent permitted by law — to a period of twelve months from delivery. For merchants, the duty to inspect and give

notice of defects in accordance with Section 377 of the German Commercial Code (HGB) applies.

(3) For business customers within the meaning of Section 14 BGB, the warranty period for new goods is limited to twelve months from delivery. For used goods, the warranty is excluded unless the defect was fraudulently concealed or a guarantee of quality was expressly provided. For entrepreneurs, Section 377 HGB (duty of inspection and notification of defects) also applies.

(4) If you are a business customer within the meaning of Section 14 BGB, the statutory provisions apply with the following modifications: Only our own specifications and the manufacturer's product descriptions are binding for the quality of the goods; public statements, promotional materials, or other manufacturer information are not binding. In the event of defects, we shall, at our discretion, provide a remedy by repair or replacement (subsequent performance). In the case of repair, we are not obliged to bear increased costs resulting from the transport of goods to a place other than the place of performance, unless the transfer corresponds to the intended use of the goods.

(5) For claims for damages — regardless of their legal basis — the special provisions of Section 9 of these Terms and Conditions apply additionally.

(6) Any manufacturer warranties are displayed on the respective product page. These voluntary guarantees do not affect your statutory warranty rights (Section 479 BGB).

Legal Basis: Sections 434–440, 475–479 BGB; Section 377 HGB; Directive (EU) 2019/771 on certain aspects of contracts for the sale of goods.

## **9. Liability for Damages**

(1) Claims for damages – regardless of the legal basis – against us, including our legal representatives and vicarious agents, shall exist in cases of slight negligence only if a material contractual obligation (cardinal obligation) has been breached. In such cases, liability is limited to the foreseeable, typically occurring damage at the time the contract was concluded. This limitation of liability does not apply to consumers if mandatory statutory provisions provide otherwise.

(2) The above limitations of liability do not affect claims arising from injury to life, body, or health, claims under the Product Liability Act (Produkthaftungsgesetz), claims based on intentional or grossly negligent conduct, or claims resulting from an expressly agreed written warranty of quality or durability.

(3) The statutory warranty rights of the buyer under Sections 434 et seq. of the German Civil Code (BGB) remain unaffected by the above provisions.

## **10. Reviews and Testimonials**

(1) We appreciate your feedback on our products. Voluntarily submitted reviews may be published by us — based on your consent in accordance with Article 6(1)(a) of the General Data Protection Regulation (GDPR) — either in full or in part on our website and, where applicable, on other communication channels. Publication is carried out solely in accordance with the applicable data protection laws, including the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

(2) If you do not agree, or no longer agree, to the publication of your statements, you may notify us at any time by email at [office.deutschland@coral-club.com](mailto:office.deutschland@coral-club.com). In such a case, publication will be terminated immediately, and the respective entry will be deleted.

(3) Coral Club Deutschland GmbH explicitly distances itself from any health-related or income-related claims, as well as from any unauthorized product promises made by distributors, customers, or third parties. Only the content published in the official materials and media approved by Coral Club Deutschland GmbH is binding.

(4) Transparency of Reviews in accordance with § 5b(3) UWG and Directive (EU) 2019/2161:

We verify whether reviews originate from consumers who have actually purchased or used the respective products. Verification is carried out through a technical link with the respective order ID or by random manual checks. Verified reviews are appropriately marked. Reviews are not influenced by incentives such as discounts, vouchers, or monetary benefits. If any compensation is provided, this will be clearly indicated in connection with the respective review.

## **11. Retention of Title**

(1) We retain ownership of the delivered goods until full payment of all claims arising from the respective purchase contract has been made (§ 449 of the German Civil Code (BGB)). During the period of retention of title, the Buyer may not sell, pledge, or otherwise dispose of the goods (hereinafter referred to as “reserved goods”).

(2) In the event of third-party claims — in particular by bailiffs — against the reserved goods, the Buyer is obliged to indicate the ownership of Coral Club Deutschland GmbH and to notify us immediately in writing. The Buyer must also provide us with a copy of the seizure record so that we can protect and enforce our ownership rights.

(3) In the event of a breach of contract by the Buyer, particularly in the case of payment default, we are entitled, after withdrawing from the contract, to demand the return of the reserved goods.

(4) If you are an entrepreneur within the meaning of § 14 of the German Civil Code (BGB), the following additional provisions apply:

We retain ownership of the delivered goods until all claims arising from the ongoing business relationship have been fully settled. Prior to the transfer of ownership of the reserved goods, pledging or transfer by way of security is not permitted. However, you are entitled to resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice value that arise against third parties from such resale. We hereby accept this assignment. You remain authorized to collect the assigned claims as long as you fulfill your payment obligations properly. If you fail to meet your payment obligations, we reserve the right to collect the assigned claims ourselves. In the event of the combination, mixing, or processing of the reserved goods with other goods, we shall acquire co-ownership of the new product in proportion to the invoice value of the reserved goods to the other processed items at the time of processing.

## **12. Amendments to the General Terms and Conditions**

Amendments to these General Terms of Sale (GTS) apply exclusively to ongoing, long-term user relationships (e.g., customer accounts). Adjustments are made only for legitimate reasons — in particular, as a result of changes in legislation, the introduction of new features, modifications to security or IT processes, or other comparable operational requirements.

We will inform you of any planned amendments at least 30 days before they take effect in text form (e.g., by email or notification in your customer account), stating the reasons and specific content of the changes. You may object in writing to the changes within 30 days of receiving the notice. If no objection is received within this period, the changes shall be deemed accepted. In the event of a timely objection, the contractual relationship will continue under the previous terms; any existing special right of termination remains unaffected.

Essential contractual terms, in particular the main obligations of the parties (e.g., the nature and scope of services or the price), will not be changed to the detriment of the consumer without their explicit consent. The current version of the Terms and Conditions can always be viewed, printed, or saved before the contract is concluded at <https://de.coral.club/faq/terms/?language=us>

### **13. Data Protection**

#### **(1) Principles of Data Collection and Processing**

As part of fulfilling its contractual obligations, Coral Club Deutschland GmbH collects, stores, processes, and uses personal data of registered users exclusively in accordance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). Data processing is carried out on the basis of Article 6(1)(b) GDPR (performance of a contract), Article 6(1)(c) GDPR (legal obligations), Article 6(1)(a) GDPR (consent), or Article 6(1)(f) GDPR (legitimate interest). Data is only shared with third parties when required for the fulfillment of contractual or legal obligations or where a valid legal basis exists.

When visiting our website, technical data (server log files) are automatically collected, including in particular:

- Browser type and version
- Operating system used
- Referrer URL (previously visited page)
- Hostname of the accessing device (IP address)
- Time of the server request

This data is used solely for technical and statistical purposes, is not merged with other data sources, and is deleted after evaluation. Where required by law (especially under § 25 TTDSG), explicit consent is obtained prior to data collection.

#### **(2) Personal Data for Registration and Orders**

During registration or order placement, Coral Club Deutschland GmbH collects personal data necessary for contract execution. This includes in particular:

- First and last name
- Delivery and billing address
- Date of birth
- Email address
- Telephone number
- Bank account or credit card details
- Tax number or VAT ID (for business customers)

The customer has the right at any time to request information, correction, deletion, restriction of processing, or a copy of their personal data within the limits of applicable law. Requests should be sent to: [office.deutschland@coral-club.com](mailto:office.deutschland@coral-club.com). The full privacy policy is available at: <https://de.coral.club/faq/privacy/?language=us>. Supervisory authority: State Commissioner for Data Protection and Access to Information of Brandenburg (LDA Brandenburg).

Personal data necessary for contract performance is deleted after the completion of the contractual relationship and expiration of statutory retention periods (§ 147 AO, § 257 HGB).

### (3) Cookies

Cookies are small text files stored on the user's device. Coral Club Deutschland GmbH uses technically necessary cookies based on Article 6(1)(f) GDPR (legitimate interest in providing a functional website). Non-essential cookies and tracking technologies are used only with the user's explicit consent in accordance with Article 6(1)(a) GDPR and § 25 TTDSG. Users can restrict or disable the use of cookies in their browser settings; however, this may limit the functionality of the website.

### (4) Data Sharing and Credit Check

Personal data is transferred to third parties only to the extent necessary for contract execution (e.g., to shipping service providers or payment processors), where required by law, or with the user's consent. Where necessary to protect legitimate interests, Coral Club Deutschland GmbH may transmit the customer's name and address to a credit agency (e.g., SCHUFA Holding AG) for creditworthiness checks. The legal basis is Article 6(1)(f) GDPR. The customer has the right to object to data processing for reasons arising from their particular situation. Statutory obligations remain unaffected.

### (5) Rights of Data Subjects

Data subjects have the following rights under the GDPR:

Right of access to processed personal data (Article 15 GDPR)

Right to rectification of inaccurate data (Article 16 GDPR)

Right to erasure of personal data where no legal retention obligation exists (Article 17 GDPR)

Right to restriction of processing (Article 18 GDPR)

Right to data portability (Article 20 GDPR)

Right to object to processing (Article 21 GDPR)

Right to lodge a complaint with a supervisory authority (Article 77 GDPR)

## **14. Set-Off and Dispute Resolution**

(1) The customer is entitled to set off claims only if their counterclaims are undisputed or have been legally established by a final court decision.

(2) The customer may exercise a right of retention only to the extent that their counterclaim is based on the same contractual relationship.

Notice pursuant to Article 14(1) of Regulation (EU) No. 524/2013 (ODR Regulation):

The European Commission provides a platform for online dispute resolution (ODR). This platform enables consumers to resolve disputes related to their online orders initially without the involvement of a court. The dispute resolution platform is available at the following link: <https://ec.europa.eu/consumers/odr/>.

Notice pursuant to § 36 VSBG:

We strive to resolve any disagreements arising from contractual relationships amicably. Beyond this, we are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

## **15. Final Provisions**

(1) If individual provisions of these General Terms of Sale (GTS) are found to be wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, a valid regulation shall apply that most closely reflects the economic purpose of the invalid provision.

(2) If the Buyer is a business entity, a legal person under public law, or a special fund under public law, or if the Buyer has no general place of jurisdiction within Germany, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship between the Buyer and us shall be the court in Potsdam. Mandatory statutory provisions regarding exclusive jurisdictions shall remain unaffected.

(3) German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatory consumer protection laws of the country in which you have your habitual residence shall remain unaffected by this choice of law, particularly regarding contract formation, the right of withdrawal, and warranty rights.