

General terms and conditions

Currently-Marine

Jonas Andessner sole proprietorship

1. Scope

1.1. These general terms and conditions (GTC) of the sole proprietorship Jonas Andessner (in this document "Currently Marine" short form) apply to all deliveries and services from the Currently Marine web shop to consumers within the meaning of § 1 KSchG and these deliveries and services can only be purchased by the Terms and conditions contained in these GTC of Currently Marine, regardless of whether they are referred to separately or not.

[1.2. Currently-Marine only accepts offers from people who have full and unlimited legal capacity (hereinafter referred to as "customers").]

1.3. If Currently-Marine has accidentally accepted an offer from a person who does not meet the requirements of point 1.2., Currently-Marine is entitled to withdraw from the contract within a reasonable period of time after becoming aware of these circumstances.

1.4. Currently-Marine accepts orders from the customer exclusively by filling out the order form on the Currently-Marine-Store website ("WEB-Site" short form), which can be accessed at the URL www.currently-marine.com/shop.

2. Conclusion of the contract, prices

2.1. All offers from Currently-Marine are always non-binding and subject to delivery by Currently-Marine suppliers. Details and information on Currently-Marine's WEB site merely represent an invitation to submit orders.

2.2. By entering the name and placing the order by clicking the "Buy now" button, the customer makes a binding offer. The contract is only concluded after acceptance by Currently-Marine.

2.3. The order is only considered accepted if Currently-Marine sends a corresponding order confirmation to the customer. In any case, the execution of the order counts as acceptance.

2.4. All prices in this shop as well as technical data for articles are without guarantee. Only the prices stated in the order confirmation apply.

2.5 According to sales tax exempt - small business owners according to § 6 Abs. 1 Z 27 UstG all prices are given without VAT and the VAT does not have to be paid by the customer.

3. Delivery

3.1. For deliveries in Austria, shipping costs of 6 € are incurred. Delivery costs for orders to Germany amount to 16 €. For deliveries within Europe, shipping costs of 17 € will be charged. Deliveries are shipped to the desired delivery address, unless otherwise agreed. The shipping method is selected by Currently-Marine. For cases of delayed delivery, transport damage and loss, Currently-Marine is not liable.

3.2. Unforeseen circumstances and obstacles, in particular higher majeure, state measures, non-issuance of official permits, labour disputes, sabotage, lack of raw materials, delayed delivery of materials through no fault of their own, etc., regardless of whether these occur at Currently-Marine or at a manufacturer or supplier, do not entitle the customer to Assertion of claims of whatever kind against Currently-Marine. If such circumstances or obstacles occur, Currently-Marine is entitled to withdraw from the contract after a delay in delivery of six weeks or more.

3.3. Technical and design deviations from information in the Currently-Marine web shop, in brochures, catalogues and written documents as well as all other product changes in the context of further development are reserved without the customer having a claim against Currently-Marine.

3.4. Unless otherwise expressly agreed in written form, the mere delivery of the goods is owed, but

not services, installation, software support or the provision of support.

4. Payment terms

- 4.1. Unless otherwise agreed, as the customer does not make an "online payment" (credit card, PayPal, immediate transfer, etc.), the invoices are due for payment immediately upon receipt without deduction.
- 4.2. Repair goods will only be delivered against cash payment or cash on delivery.
- 4.3. In the event of default in payment, Currently-Marine is entitled to claim default interest of 14% p.a. as well as all collection, reminder and discount charges arising from the default in payment, in particular the costs of the intervention of debt collection companies or lawyers.
- 4.4. In the event of default in payment by the customer, Currently-Marine is further entitled, at its own discretion, to suspend all deliveries and services to the customer until all claims have been paid in full or to dissolve the relevant contractual relationships with immediate effect after two written reminders.
- 4.5. This does not affect the assertion of further claims from default in payment.
- 4.6. The offsetting of claims of the customer against those of Currently-Marine is in any case excluded.
- 4.7. Payments are to be made to the account specified on the invoice and are only deemed to have been made when they have been received on this account. The assignment of claims of the customer against Currently-Marine to third parties is not possible.

5. Retention of title, assignment of claims

- [5.1. Currently-Marine reserves the right of ownership to each product delivered until full payment of all claims, including ancillary claims (e.g. transport costs, default interest, dunning and collection charges) from the customer's business relationship with Currently-Marine.]
- 5.2. Pledging, transferring or granting other rights to third parties is not permitted until the purchase price for the goods has been paid in full.

6. Right of withdrawal

- 6.1. 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, has or has taken possession of the goods. In order to exercise your right of withdrawal, you must send us (Jonas Andessner sole proprietorship, Weinbergsiedlung 24, Austria - 4625 Offenhausen, email: support@currently-marine.com) a clear declaration (e.g. a letter sent by post or E-Mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, but this is not mandatory. You can find the sample cancellation form on our website in the download area. If you make use of this option, we will send you a confirmation of receipt of such a revocation immediately (e.g. by email). In order to meet the cancellation deadline, it is sufficient for you to send your notification that you are exercising your right of cancellation before the cancellation period has expired.
- 6.2. If the seal or protective cover of the goods has been opened, this must be done in accordance with point 6.1. granted right of withdrawal excluded. Completely from the right of withdrawal according to point 6.1. Goods that have been configured or manufactured according to customer specifications, as well as cables, are excluded.
- 6.3. Consequences of the withdrawal. If you withdraw from this contract, we will have given you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the cheapest standard delivery offered by us have), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment,

we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse the repayment until we have received the goods back or until you have provided evidence that you have sent the goods back, whichever is earlier. You must send the goods to Jonas Andessner Sole Proprietor, Weinbergsiedlung 24, Austria - 4625 Offenhausen, email: support@currently-marine, immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract .com to be returned or handed over. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods. 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 to check the nature, properties and functionality of the goods.

7. Guarantee, warranty, compensation

7.1. Defective products must be returned immediately to the sender address given on the packaging.

7.2. Currently-Marine grants a warranty of 12 months from receipt of the goods and only in exceptional cases 24 months. In the case of products with a 24-month guarantee, this is expressly stated on an instruction leaflet in the product packaging. In each case from receipt of the goods. Defects must appear within this period and Currently-Marine must be notified in writing within the guarantee period, otherwise the guarantee will expire. The warranty period for the goods is generally 24 months from receipt of the goods.

7.3. For products that are not offered as Currently-Marine own products, the relevant guarantee and warranty provisions as well as limitations of liability that are published on or in connection with the goods apply. Any liability, guarantee or warranty granted by the producer or supplier of Currently-Marine is excluded.

7.4. In general, restrictions on guarantee, warranty and compensation that are stated on the products themselves, on the packaging or enclosed with the respective product take precedence over the provisions of this point 7.

7.5. The defective goods must be returned to Currently-Marine immediately after the defect occurs, in packaging suitable for transport and free of all transport and ancillary charges.

7.6. Guarantee services can only be used upon presentation of a corresponding sales receipt and, if issued for the product in question, the guarantee card.

7.7. At its own discretion, Currently-Marine will improve or replace the defective products. Currently-Marine is entitled, at its own discretion, to refer the customer's claims under guarantee, warranty, damage rate or whatever legal reason directly to the respective manufacturer.

7.8. Defects relating to unsuitable or improper handling, incorrect commissioning, interventions by the dealer or third parties, defective installation, natural wear and tear and external influences (e.g. cold, heat, faults from electronic devices and cable connections or antennas) do not entitle the user to claim the guarantee and warranty) an operating error, operation with incorrect voltage, fire, lightning, explosion, moisture, faulty program or software data or an improper connection to other hardware components.

7.9. Also expressly excluded from guarantee and warranty are parts that have a limited service life depending on use, treatment and care.

7.10. The guarantee and warranty are also void if the serial number or seal attached to the product has been removed.

7.11. If the inspection of the product after notification of the guarantee or warranty shows that there is no defect, the cost of this inspection must be borne by the customer.

7.12. Currently-Marine does not guarantee that the delivered goods meet all of the customer's requirements, that they work together with other components in the selection made by the customer, and that the programs run uninterrupted and error-free, or that all software errors can be

corrected.

7.13. Outside of the guarantee and warranty, Currently-Marine's liability is excluded, unless it is based on intent or gross negligence. In particular, compensation for consequential damage, other indirect damage and loss or lost profit, failure to deliver or delayed delivery, including damage that occurs due to a malfunction in the sphere of the customer or a third party, as well as compensation for property damage within the meaning of Section 9 of the Product Liability Act is excluded .

8. Content of the online offer

8.1. Currently-Marine assumes no responsibility for the content of Internet pages that are referred to directly or indirectly. The provider of such Internet pages is solely liable for illegal, incorrect or incomplete content and, in particular, damage resulting from the use or non-use of the information provided.

8.2. Currently-Marine expressly reserves the right to change, add to, or delete parts or the entire offer or to temporarily or permanently cease publication without prior notice.

8.3 Duplication or use of graphics, sound documents, video sequences and texts in other electronic or printed media without the express consent of Currently-Marine is not permitted.

9. Data protection and confidentiality

9.1. By placing the order, you agree that Currently-Marine stores, processes and uses the personal data contained on the order form in order to carry out the order or use it for internal statistical purposes.

9.2. In accordance with the DSG 2018, DSGVO or the Data Protection Adjustment Act 2018, the customer is informed that Currently-Marine customer data, in particular title, name, address, telephone number, e-mail address, in particular for the execution of the order as well as planning, marketing, Cost accounting and internal statistics determined and processed.

9.3. The customer gives his express consent to the processing and transmission of his data as mentioned in these terms and conditions. The customer is informed that he can revoke his consent with effect for the future at any time. In the event of such a cancellation, the customer has to bear all the disadvantages, in particular a delay in delivery or the complete impossibility of providing the service, and to reimburse Currently-Marine for the expenses incurred up to now.

9.4. Insofar as Currently-Marine uses third parties to provide the contractual service, Currently-Marine is entitled to disclose the determined and processed data of the customer if and to the extent that this is necessary for the contractual delivery or service. This disclosure by Currently-Marine takes place in compliance with an order processing contract according to Art 28 GDPR, which obliges us to comply with the applicable data protection regulations.

9.5. Currently-Marine guarantees that all persons who are entrusted by Currently-Marine with the execution of this contract know and observe the relevant data protection regulations in their currently valid version.

9.6. Currently-Marine uses technical and organizational security measures to protect the stored personal data against accidental or intentional manipulation, loss or destruction and against access by unauthorized persons. The security measures are continuously improved in line with technical progress. However, Currently-Marine is not responsible if the data is still accessible or used by unauthorized persons, in particular through intervention by third parties. The assertion of damages by the customer or third parties against Currently-Marine from such a connection is mutually excluded.

10. Final provisions

10.1. The place of fulfilment for all deliveries and services by Currently-Marine is Offenhausen, Austria.

10.2. These terms and conditions, as well as all contracts concluded in accordance with these conditions, are subject to substantive Austrian law with the exception of the UN Convention on the International Sale of Goods.

10.3. The legal successors of the trader are also bound by the obligations from contracts concluded within the scope of these general terms and conditions.

10.4. If provisions of this contract are invalid or partially invalid, the valid provisions remain unaffected. The respectively invalid provision is deemed to be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

10.5. Currently-Marine is entitled to change or add to these terms and conditions at any time. The change comes into effect upon notification of the dealer and applies to all transactions concluded from this point in time.

10.6. Currently-Marine is authorized to commission other companies with the fulfilment of obligations from this contractual relationship.

10.7. For all disputes arising from or in connection with these conditions as well as the individual purchase contracts, apart from other mandatory places of jurisdiction, Wels is the exclusive place of jurisdiction.

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