

General Terms and Conditions of Business

which apply within the scope of purchase contracts via the online shop (www.smartemergency.com) between

SmartEm GmbH
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registered in the Commercial Register of the District Court of Montabaur under HRB 24609,
represented by Nicolaj Wälli, VAT Identification No.:DE 300057989 - hereinafter referred to as "Seller"
-
and

the Buyer designated in § 1 of these General Terms and Conditions - hereinafter referred to as the
"Buyer" - are agreed:

§ 1 Scope of application, definitions

(1) The product range in the Seller's online shop is aimed exclusively at entrepreneurs within the meaning of § 14 BGB. Consumers (within the meaning of § 13 BGB) will be provided with an individual offer upon request outside the online shop. However, these General Terms and Conditions shall apply exclusively to contracts concluded between the Seller and the Buyer (entrepreneur) via the Seller's online shop.

(2) The following General Terms and Conditions shall apply exclusively to the business relationship between the Seller and the Buyer in the version valid at the time of the order. The Buyer's terms and conditions shall not apply, even if the Seller does not separately object to their validity. Deviating or contradictory terms and conditions shall therefore only apply if they have been accepted by the Seller in writing.

(3) An entrepreneur within the meaning of § 14 of the German Civil Code (BGB) is any natural or legal person or partnership with legal capacity who, when concluding the contract, is acting in the exercise of his commercial or independent professional activity. When registering on the Seller's website, the Buyer must state whether he is a dealer (resale of the products) or a business customer (personal use of the products).

§ 2 Conclusion of contract

(1) The presentation and advertising of items in the Seller's online shop do not constitute a binding offer to conclude a purchase contract.

(2) The Buyer can select products from the Seller's range, in particular first aid and rescue products, and collect them in a so-called shopping basket by clicking on the button "add to shopping basket". By clicking on the button "order with obligation to pay", the Buyer submits a binding application to purchase the goods in the shopping cart. However, the application can only be submitted and transmitted if the Buyer has accepted these contractual terms and conditions by clicking on the button "accept GTC" and has thereby included them in his application.

(3) The Seller then sends the Buyer an automatic confirmation of receipt by e-mail, in which the Buyer's order is listed again and which the Buyer can print out. The automatic acknowledgement of receipt merely documents that the Seller has received the Buyer's order and does not constitute acceptance of the application. The contract is not concluded until the Seller issues a declaration of acceptance, which is sent in a separate e-mail (order confirmation). In this e-mail or in a separate e-mail, but no later than upon delivery of the goods, the text of the contract (consisting of the order, GTC and order confirmation) shall be sent to the Buyer by the Seller on a durable medium (e-mail or paper printout). The text of the contract shall be stored in compliance with data protection laws.

(4) The contract shall be concluded in German.

§ 3 Delivery, availability of goods

(1) The delivery times stated by the Seller are calculated from the time of its order confirmation, provided that the purchase price has been paid in advance (except in the case of purchase on account). If no delivery time or no deviating delivery time is specified for the respective goods in the online shop, it shall be 5 working days.

(2) If no copies of the product selected by the Buyer are available at the time of the Buyer's order, the Seller shall inform the Buyer of this immediately in the order confirmation. If the product is permanently unavailable, the Seller shall refrain from issuing a declaration of acceptance. In this case, a contract is not concluded.

(3) If the product ordered by the Buyer is only temporarily unavailable, the Seller shall also inform the Buyer of this without delay in the order confirmation.

(4) The following delivery restrictions apply: The Seller shall only deliver to Buyers who have their habitual residence (billing address) in one of the following countries and can provide a delivery address in the same country: EU, EFTA, CH, UK

§ 4 Retention of title

(1) The delivered goods remain the property of the Seller until full payment has been made.

(2) The delivered goods (goods subject to retention of title) shall remain the property of the Seller until all claims to which the Seller is entitled against the Buyer now or in the future have been fulfilled, including all balance claims from the current account. If the Buyer behaves in breach of contract - in particular if he is in default with the payment of a claim for payment - the Seller has the right to withdraw from the contract after setting a reasonable deadline for performance. If the Seller takes back the reserved goods, this already constitutes a withdrawal from the contract. The transport costs incurred for taking back the goods shall be borne by the Buyer.

(3) In the event of seizure of the goods subject to retention of title by third parties or in the event of other interventions by third parties, the Buyer must point out the Seller's ownership and must notify the Seller immediately in writing so that the Seller can enforce its ownership rights.

(4) If the Buyer so requests, the Seller is obliged to release the securities to which he is entitled to the extent that their realisable value exceeds the value of his outstanding claims against the Buyer by more than 10%. However, he may select the securities to be released.

§ 5 Prices and shipping costs

- (1) A product in the Seller's online store is stated as net price (without German VAT).
- (2) The corresponding shipping costs are indicated to the Buyer in the order form and are to be borne by the Buyer.
- (3) The goods are shipped by parcel shipment or freight forwarding. The shipping risk is borne by the Buyer.
- (4) Prices quoted are exclusive of shipping, packaging, any import tax, any customs duties and any insurance requested by the Buyer.

§ 6 Payment modalities

- (1) The Buyer may make payment by prepayment, immediate bank transfer or online payment (PayPal or credit card). Dealers and business customers with an established business relationship with the Seller can also buy against invoice or SEPA direct debit.
- (2) The Seller cannot accept any liability for the loss of cash. The Seller reserves the right to carry out a credit check - should the purchase on account be agreed in accordance with the above paragraph 1 p. 2. To hedge the credit risk, the Seller must reserve the right, according to the respective creditworthiness, to carry out the delivery requested by the Buyer only against prepayment, instant bank transfer or online payment (PayPal or credit card).
- (3) Payment of the purchase price is due immediately upon conclusion of the contract. In the case of delivery on account, the purchase price is due and payable within 14 days from the date of invoice and delivery of the goods.

§ 7 Warranty for material defects, guarantee

- (1) The Seller shall be liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB. The warranty period on items delivered by the Seller shall be 12 months.
- (2) An additional warranty exists for the goods delivered by the Seller only if this was expressly stated in the order confirmation for the respective item.
- (3) If a defect becomes apparent upon delivery, inspection or at any later time, the Seller shall be notified thereof in writing without undue delay. In any case, obvious defects shall be notified in writing within 8 working days from delivery and defects not apparent upon inspection within the same period from discovery. If the Buyer fails to carry out the proper inspection and/or to give notice of defects, the goods shall be deemed to have been approved, unless the defect has been fraudulently concealed by us or we have given a guarantee for the quality of the goods.

§ 8 Liability

- (1) Claims of the Buyer for damages are excluded.

(2) Excluded from this are claims for damages by the Buyer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Seller, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.

(3) In the event of a breach of material contractual obligations, the Seller shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the damage claims of the Purchaser are based on injury to life, body or health.

(4) The restrictions of paras. 1 to 3 shall also apply in favour of the legal representatives and vicarious agents of the Seller if claims are asserted directly against them.

(5) The limitations of liability resulting from subsections (1) to (3) shall not apply if the Seller has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply insofar as the Seller and the Buyer have reached an agreement on the quality of the item. The provisions of the Product Liability Act shall remain unaffected.

§ 9 Final Provisions

(1) Contracts between the Seller and the Buyer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of the conflict of laws rules of private international law.

(2) The place of jurisdiction for all disputes arising from contractual relationships between the Buyer and the Seller shall be the registered office of the Seller.

Seller identification

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Deutschland

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Local court Montabaur, registered HRB/24609,

Managing Director: Nicolaj Wälli, Lenzburg / Switzerland

Sales tax identification number: DE300057989

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These GTC are a direct translation of the German General Conditions of Sale in English.