

General Terms and Conditions for End Customers of Electi AG

§ 1 Basic provisions

(1) The following terms and conditions apply to all contracts that you as a customer (hereinafter referred to as you or the customer) conclude with Electi AG, Rütistr. 55, 9050 Appenzell, Switzerland (hereinafter: we; us; or provider) via the website www.electi.club. Deviating conditions of the customer are not accepted. This shall also apply if we do not expressly object to the inclusion.

(2) A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An entrepreneur is any natural or legal person or a partnership with a legal capacity who, when concluding a legal transaction, acts in the exercise of his independent professional or commercial activity.

§ 2 Formation of the contract; language of the contract

(1) The subject of the contract is the sale of goods. The contract language is German.

(2) The presentation and advertising of items in our online store do not constitute a binding offer to conclude a purchase contract.

(3) The contract is concluded via the online shopping cart system: The goods intended for purchase are placed in the "shopping cart." Using the corresponding button in the navigation bar, you can call up the "shopping cart" and make changes there at any time. After calling the "Checkout" page and entering the personal data and the payment and shipping conditions, the order data will finally be displayed as an order overview. During checkout, you will be shown our offered payment methods. Suppose you use an instant payment system (e.g. PayPal, Klarna or Sofortüberweisung) as a payment method. In that case, you will either be taken to the order overview page in our online store or redirected to the website of the instant payment system provider. If you are redirected to the respective instant payment system, select appropriately or enter your data there. Finally, on the provider's website of the instant payment system or after you have been redirected back to our online store, the order data will be displayed to you as an order overview. Before sending the order, you can check the information in the order overview again to change it (also via the function "back" of the Internet browser) or cancel the order. You place a legally binding order by sending the order via the corresponding button ("order subject to payment"). You are bound to two weeks after placing the order; your right to revoke your order according to § 2a remains unaffected. We do not store the complete contract text. Before submitting the order via the online shopping cart system, the contract data can be printed or saved using the browser's print function. After receipt of the order by us, the order data, the legally required information for distance contracts and the general terms and conditions will be sent to you again by e-mail.

(4) We will confirm the receipt of your order placed via our online store immediately by e-mail. Such an e-mail does not constitute a binding acceptance of the order unless the approval is declared simultaneously in addition to the confirmation of receipt.

(5) The processing of the order and transmission of all information required in connection with the conclusion of the contract shall be carried out by e-mail, in part automatically. You must, therefore, ensure that the e-mail address you provided is correct, that receipt of the e-mails is technically guaranteed and, in particular, that SPAM filters do not prevent it.

§ 2a Cancellation policy

(1) Consumers have a statutory right of withdrawal when concluding a distance selling transaction, which the Supplier informs about following the statutory model below.

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day you or a third party named by you, who is not the carrier, have taken possession of the goods.

To exercise your right of withdrawal, you must contact us, Electi AG, Rütistr. 55, 9050 Appenzell, Switzerland, e-mail: info@Electi.club, utilising an explicit declaration (e.g., a letter sent by post or an e-mail) of your decision to revoke this contract. You can use the attached sample cancellation form for this purpose, which is not mandatory.

To comply with the withdrawal period, it is sufficient that you notify the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (except for additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; you will not be charged for this repayment. We may refuse to refund you until we have received the goods or provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and no later than fourteen days from the day you notify us of the revocation of this contract. The deadline is met if you send the goods before the deadline of fourteen days. You bear the direct costs of returning the goods. You only have to pay for any loss of value of the goods if this loss of value is due to the handling of the goods, which is not necessary to inspect the condition, properties and functioning of the goods.

Sample cancellation form

If you want to cancel the contract, please fill out this form and send it back to:

Electi AG, Rütistr. 55, 9050 Appenzell, Switzerland, e-mail: Info@electi.club

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*) /provision of the following service (*)

Ordered on (*) /received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in case of notification on paper)

Date

(*) Delete as applicable.

(2) Under Section 312g (2) of the German Civil Code (BGB), the right of revocation does not apply to the following contracts, among others:

- Contracts for the delivery of goods that can spoil quickly or whose expiration date has passed rapidly
- Contracts for the delivery of sealed goods that are not suitable for return for health protection or hygiene if their seal has been removed after delivery.

§ 3 Essential characteristics of the goods or services; prohibition of commercial resale

(1) The essential characteristics of the goods and services can be found in the respective offer.

(2) The commercial resale of our goods and services is prohibited.

§ 4 Delivery conditions

(1) The terms and conditions of delivery, the delivery date, and any existing delivery restrictions can be found under a corresponding button on our Internet presence or in the respective offer.

(2) If you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold item during shipment only passes to you upon delivery of the goods, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or designated person for the shipment.

§ 5 Right of Retention, Retention of Title

(1) You may only exercise a right of retention insofar as it concerns claims from the same contractual relationship.

(2) The goods remain our property until full payment of the purchase price.

§ 6 Prices and payment modalities; shipping costs

(1) The prices listed in the respective offers and the shipping costs represent total prices. They include all price components, including all applicable taxes.

(2) The shipping costs are not included in the purchase price. They can be called up via a corresponding button on our website or the offer. They are shown separately during the ordering process. You will bear them additionally unless free shipping has been promised.

(3) If the delivery is made to countries outside the European Union, additional costs may be incurred for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of credit institutions), which you shall bear.

(4) Any costs incurred for the transfer of funds (transfer fees or exchange rate fees of credit institutions) shall be borne by you in cases where the delivery is made to an EU member state. Still, the payment was initiated outside the European Union.

(5) The payment methods available are shown under a corresponding button on our Internet presence or in the respective offer.

(6) Unless otherwise specified in the individual payment methods, the payment claims arising from the concluded contract shall be due for payment immediately.

§ 7 Warranty

(1) The statutory rights of liability for defects shall apply.

(2) As a consumer, you are requested to check the item immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you do not comply with this, this will not affect your statutory warranty claims.

§ 8 Liability

(1) Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer 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 provider, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

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

(3) The restrictions of paragraphs 1 and 2 shall also apply in favor of the provider's legal representatives and vicarious agents if claims are asserted directly against them.

(4) The limitations of liability resulting from paragraphs 1 and 2 shall not apply if the Supplier has fraudulently concealed the defect or has assumed a guarantee for the item's quality. The same shall apply as the Supplier and the Customer have agreed on the item's quality. The provisions of the Product Liability Act shall remain unaffected.

§ 9 Final Provisions; Online Dispute Resolution

(1) The following shall apply the Law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall apply only to the extent that it does not deprive them of the protection afforded by mandatory provisions of the law of the country of the consumer's habitual residence (favorability principle).

(2) The place of jurisdiction is 80331 Munich, Germany, insofar as you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same shall apply if you do not have a general place of jurisdiction in Germany or the EU or if your residence or habitual abode is unknown when the action is brought. This shall not affect the right to bring an action before the court at another statutory place of jurisdiction.

(3) Alternative Dispute Resolution according to Art. 14 (1) ODR Regulation and § 36 VSBG: The European Commission provides a platform for the out-of-court settlement of disputes online (ODR platform), which can be accessed at <https://ec.europa.eu/odr>. The platform is a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.