

**Elektro-Bauelemente MAY KG, Trabener Straße 65, 14193 Berlin (“MAY KG”)**

**Standard Terms & Conditions for Online Sales (“T&C Online”)**

**1. Subject-Matter of T&C Online**

- 1.1. At <http://www.may-kg.com/> MAY KG runs an online shop for selling its products and to provide a service platform for its customers.
- 1.2. These T&C Online relate to the conclusion and performance of contracts through the online shop, and to use by the customer of the online shop and the services. Moreover, with priority over these T&C Online, the following also apply in the given order: our data protection policy; our terms of shipment given in the product specifications; and our terms of payment given for the list of products in each shopping cart. On a subordinate basis, the Terms of Delivery for Electrical Goods & Services (Allgemeine Lieferbedingungen für Erzeugnisse und Leistungen der Elektroindustrie) also apply. These T&C Online are available in electronic form at <http://www.may-kg.com/html/en/about-us/terms-and-conditions/>. Any individual agreements reached have priority over these T&C Online.
- 1.3. The customer’s standard terms of business are not incorporated in the contract, unless MAY KG has expressly agreed to them in writing.
- 1.4. These T&C Online are available in German and in English. In the event of any doubt, the German version shall prevail.
- 1.5. In relations with the customer, the obligations laid down in Sect. 312e (1) Clause 1 Nos. 1 - 3 of the German Civil Code are excluded, notwithstanding their being performed on a voluntary basis.

**2. Contract on Use, Registration**

- 2.1. The range of goods offered by MAY KG can be viewed without having to register. In order to use the website’s order and service functions however, the customer has to register and log in first of all.
- 2.2. Customers can register by entering their name in the registration form along with their postal address, email address and telephone number. By doing this, the customer offers to conclude a contract on use. After verifying the data where necessary, MAY KG then sends the customer a customer ID and password by email, with which the

customer can login to the online shop. The contract on use is brought about when MAY KG sends an email containing this data.

- 2.3. Customers have no legal entitlement to register or to have the contract of use accepted by MAY KG.
- 2.4. MAY KG reserves the right to alter, extend or restrict its website and individual functions at any time.
- 2.5. Only business clients may register. The customer confirms on registering that it has entrepreneurial status and is acting on behalf of a business.

### **3. Ordering Products**

- 3.1. The prices of the products are only visible to registered customers who have logged in. Users who have not registered can obtain the prices from MAY KG by email.
- 3.2. Orders can only be placed through the Internet by registered customers.
- 3.3. The range of goods and services offered by MAY KG in its online shop is without obligation. Illustrations have no binding effect. Prices are subject to alteration. The prices quoted only apply inside Germany; the prices applying outside Germany can be requested by sending an email to [info@may-kg.com](mailto:info@may-kg.com).
- 3.4. Before the order is placed, the information entered by the customer is displayed in a preview for confirmation purposes; the customer then has the opportunity to correct any wrong entries.
- 3.5. By sending off the order via the Internet ("send order"), the customer makes a binding purchase offer that is valid indefinitely. After sending off the order the customer receives confirmation of receipt, to the effect that MAY KG has received the customer's purchase offer. The contract is only in fact brought about when MAY KG expressly declares acceptance (e.g. issues a confirmation of order) or ships the products ordered to the customer.
- 3.6. The customer is given an opportunity to print out the order before actually sending it off. After an order has been placed and once MAY KG has commenced processing, the individual assignments can only be followed by using the tracking function.

### **4. Customer's Obligations**

- 4.1. On registering, the customer must furnish the data required correctly and in full. A legal entity may only be registered by a named person who is its authorised representative.

The customer is bound to keep all its registration data and any other data required correct and up-to-date at all times, and to immediately notify MAY KG about any changes.

- 4.2. The customer is under obligation to keep its access data strictly secret and to ensure that it does not come to the notice of any third party. The customer must inform MAY KG if there is any indication that the access data may have become known to unauthorised parties. The customer is liable for all the activities taking place in its customer account, unless it may not be held responsible for its misuse.
- 4.3. MAY KG is entitled to close customer accounts that have not been used for a period of more than 12 months. The customer will be notified to this effect at least two weeks in advance, either by email or by post. In any such case, the customer is allowed to re-register at a later date.
- 4.4. Multiple registration by one customer is not permitted. The contract of use and/or customer account may not be transferred or assigned.
- 4.5. Documents sent or provided online by MAY KG (assignments, delivery notes, orders) must be saved or printed out and archived by the customer in its own system, insofar as it needs same for its own business or other purposes. MAY KG is under no obligation to save or store documents or data for the customer.
- 4.6. The customer is under obligation to desist from doing anything which may overload the website or otherwise impair or manipulate the functioning of the website's infrastructure. This also includes any acts likely to jeopardise the website's integrity, stability or availability.

## **5. Functions of the Website**

- 5.1. For a maximum period of 180 days after the date of shipment, orders placed and delivery notes issued are archived in the customer account for the customer's reference.
- 5.2. Maintenance work on MAY KG's website may impair its availability. Wherever possible, servicing will be done paying consideration to customers. Maintenance tasks having to be done at regular intervals or that can be scheduled will be carried out at times affecting as few users as possible, and adequate advance notice will be given if they are expected to last any length of time. In addition, some repair work may be required without notice, e.g. in the event of unpredicted hitches (e.g. attacks, viruses).

- 5.3.** No guarantee of specific availability is given for the website. In particular, MAY KG shall not be held responsible for any downtimes occurring due to technical or other problems that are beyond MAY KG's control (due to e.g. *force majeure*, the fault of third parties).

## **6. Rights in Content**

Without any restrictions, MAY KG reserves its entire proprietary and exploitation rights under copyright law in all and any illustrations, photos, drawings, texts and other content posted on its website. Any use by the customer of all or any of this content whether altered or otherwise is only permitted with express prior approval from MAY KG. In addition, Item I.2 of the Terms of Delivery for Electrical Goods & Services also applies here.

## **7. Term, Termination, Deletion, Deactivation & Other Measures**

- 7.1.** The contract of use runs for an indefinite period. Routine notice of termination may be issued both by the customer and by MAY KG at any time in writing, observing a 14-day period of notice.
- 7.2.** In addition, the contractual relationship may be terminated without notice for important cause by either party with immediate effect. Important causes for MAY KG include in particular conduct on the part of the customer that constitutes a gross breach of contract, in particular a violation of statutory regulations or an infringement of the obligations laid down in Section 4 of these T&C Online.
- 7.3.** On termination of the contract, the customer account is deactivated. From this time on, the customer can no longer place orders online or access the data stored in its customer account.

## **8. Remuneration, Invoicing**

No charge is made for registering as a user of the online shop.

## **9. Final Provisions, Governing Law, Venue**

- 9.1.** Claims vis-à-vis MAY KG may not be assigned to third parties either in whole or in part. MAY KG remains entitled to assign its claims vis-à-vis the customer, in particular for collection purposes.
- 9.2.** MAY KG has the right to amend or supplement these T&C Online at any time. In any such case, MAY KG shall give the customer at least one month's advance written notice (e.g. by email) prior to the effective date of the change. The customer is entitled

to issue written notice terminating the contract on use as from the effective date of the amendment or supplement. On failing to do this, the customer shall be deemed to consent to the amended or supplemented terms. MAY KG shall draw attention to this legal consequence in each case.

**9.3.** It is agreed that Berlin shall be exclusive venue.

**9.4.** We don't participate in proceedings before the consumer arbitration board.

End of the T&C Online

Revised: 15.02.2017