

Terms and Conditions of Sales and Service

(Version: 01.05.2021)

General Terms and Conditions

§ 1 General

For all deliveries, services and offers of NEFAL service & consulting e. K.,
Owner: Mr. Nizar EL Falouji, Am Heerdter Hof 24, 40549 Düsseldorf, Germany
(hereinafter referred to as: "Seller") shall be exclusively governed by the following Terms and Conditions (GTC).

Our online store is aimed exclusively at entrepreneurs within the meaning of § 14 BGB
(hereinafter: "Customers").

Conflicting GTC of the customer are expressly contradicted. These do not apply even if they are included in a subsequent letter from the customer and the seller does not and the Seller does not expressly object to them; silence on the part of the seller means rejection. These GTC are available in German and English language. The GTC are available in the "Shop Service" area as a PDF file and can be downloaded.

§ 2 Conclusion of contract

The customer makes a binding offer to purchase the goods in the digital shopping cart. shopping cart by clicking on the button "order with obligation to pay".

First, the receipt of the order is confirmed by the seller by email. The seller accepts the offer by a corresponding contract confirmation in a second email. second email. With this email, the customer is also once again the essential contractual information to the customer.

The contracts with the customer will be concluded exclusively in German or English language, depending on whether the customer has placed the order via the German and English language page of the online store.

In case of any contradictions between the German text and the English translation, the German text shall prevail.

The contract text is stored by the stored by the seller, but can no longer be retrieved by the customer after the

be retrieved by the customer.

§ 3 Delivery

The seller sends the goods only within the European Union, UK and to Switzerland. The goods are shipped to the place of delivery specified by the customer. The risk of accidental loss, accidental deterioration or accidental loss of the goods shall pass to the loss of the goods shall pass to the customer upon handover of the goods to the shipping company. the customer.

The seller is not liable for delays in delivery, if these are caused by force majeure or other events unforeseeable at the time of the conclusion of the contract unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, transport delays or the failure correct or untimely delivery by suppliers) for which the seller is not responsible, for which the Seller is not responsible.

§ 4 Warranty, duty to examine and to give notice of defects

The right to choose the type of supplementary performance (remedy of defects or delivery of a defect-free item) in the event of a defect in the delivered goods shall be at the seller is entitled.

The limitation period for claims for defects is one year from delivery of the goods.

This shall not apply to claims based on damage resulting from injury to life, limb or health or from the violation of essential contractual obligations, body or health or from the violation of essential contractual obligations, i.e. those whose obligations, i.e. obligations the fulfillment of which is essential for the proper

contract and on the observance of which the customer may regularly rely, as well as due to other damages resulting from a deliberate or grossly negligent breach of duty by the breach of duty by the seller or his vicarious agents.

If the customer is domiciled or has its registered office in Germany, it shall deliver the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and, if a defect is found, to notify the seller without delay. If the customer fails to notify the seller, the goods shall be deemed to have been accepted, unless the defect which was not recognizable during the inspection, the goods shall be deemed to have been. If such a defect is discovered at a later date, the notification must be made immediately after the defect is discovered; otherwise the goods shall be deemed to have been approved in view of this defect as approved. If the Seller has fraudulently concealed the defect, it may not invoke these and he can not invoke these provisions.

If the customer has his place of residence or registered office outside Germany, Art. 38 to 40 of the UN Convention on Contracts for the International Sale of Goods shall apply.

§ 5 Right of revocation

The customer has no right of revocation.

§ 6 Retention of title

The delivered goods remain the property of the seller until full payment. The customer shall keep the goods subject to retention of title in proper condition. If the customer is reseller, he shall be entitled to sell the reserved goods in the ordinary course of business transactions as long as he is not in default. The claims arising from the resale or other legal grounds (insurance, tort) with regard to the reserved goods the goods subject to retention of title, the customer already now assigns them to the full extent to the seller by way of security. The customer is authorized to use the the claims assigned to the seller for his own account in his own name, as long as these the seller in his own name, as long as this collection authorization is not revoked in writing by the revoked in writing.

§ 7 Liability

With regard to all claims for damages or reimbursement of futile expenses, the Seller is not expenses, the Seller shall not be liable for ordinary negligence, provided that the Seller has not violated any material contractual obligation and injury to life, limb or health is not affected, body or health is not affected. Material contractual obligations are those the proper execution of the contract in the first place and on the observance of which the customer regularly and on the observance of which the customer may regularly rely. In the event of a breach of a material contractual obligation due to ordinary negligence, the limited to the damages foreseeable at the time of the conclusion of the contract, unless the contract-typical damages, unless life, body or health are affected. Liability under the Product Liability Act shall remain unaffected. The personal liability of the Seller's employees shall also be limited to the aforementioned extent.

§ 8 Final Provisions

This contract shall be governed exclusively by the law of the Federal Republic of Germany including the provisions of the UN Convention on Contracts for the International Sale of Goods. For all legal disputes arising in connection with the contract concluded between the parties or its contract concluded between the parties or its validity, the courts with jurisdiction for the registered office of the the seller's registered office shall have exclusive jurisdiction if the customer has his domicile or registered office in Germany and is a merchant, a legal entity under public law or a public public law or a special fund under public law. The aforementioned jurisdiction is also given if the customer has his residence or domicile outside Germany. domicile outside Germany.

Should any provision of this contract be or become invalid, the validity of the remaining provisions shall not be validity of the remaining provisions shall not be affected thereby.