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**I: GTC of Uebler GmbH for end consumers****II:** Mandatory information regarding electronic business transactions (ordering process etc.)**III:** Reference to online platform for out-of-court dispute resolution**IV:** Consumer's right of revocation

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**I: GTC of Uebler GmbH for end consumers**Supplier and contractor

Uebler GmbH  
Daimlerstraße 22  
91301 Forchheim  
Germany

Tel.: +49/ (0)9191/ 7362-0  
Fax: +49/ (0)9191/ 7362-77  
E-mail: info@uebler.com

Sales tax ID: DE132504083

Registry court: Amtsgericht Bamberg  
Register number: HRB 5694

Managing directors: Klaus Uebler  
Christoph Bülow

**Status: 01/2024****§ 1 Scope**

(1) These terms and conditions of **Uebler GmbH** (hereinafter referred to as "Vendor"), shall apply to all sales and deliveries of goods by the Vendor to end consumers. Deviating terms and conditions shall apply to resellers. The inclusion of the Customer's terms and conditions is objected to unless the parties have expressly agreed otherwise.

(2) "Customers" are both consumers and entrepreneurs in the sense of end consumers, whereby a consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity. In contrast, an entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts engaging in their independent professional or commercial activity.

**§ 2 Contract conclusion / Minimum order value**

(1) The product offers of the Vendor outside the online store are merely an invitation to the Customer to submit a purchase offer. By placing an order, the Customer submits a binding purchase offer to the Vendor. The acceptance of this purchase offer by the Vendor takes place only through a declaration of acceptance or request for payment within 48 hours after receipt of the purchase offer.

(2) If an order is placed via the online store, the Vendor's product offers represent binding purchase offers to the Customer. The acceptance of these purchase offers by the Customer, and thus the conclusion of the contract between the parties, takes place through the completion of the ordering process.

(3) The minimum order value amounts to EUR 13.09 incl. VAT plus shipping costs.

(4) The purchase transaction and contact are carried out in the online store by e-mail with the aid of automated purchase transaction software. The Customers must therefore ensure that the e-mail address provided by them for purchase processing is accurate in order to enable the respective correspondence. If spam filters are used, the Customer must ensure that all mails sent by the Vendor or its purchase processing service providers for purchase processing purposes are received.

**§ 3 Prices/ transport costs**

(1) The prices quoted by the Vendor include all price components including the respective statutory German value added tax. The value added tax is shown separately.

(2) The packaging and transport costs will be charged additionally for orders outside the online store [www.sio-scooter.com](http://www.sio-scooter.com) as shown below:

For standard deliveries within Germany below a value of goods of EUR 1071.00 incl. VAT, the seller charges transport costs of EUR 11.90 incl. VAT, for a value of goods of or above EUR 1071.00 incl. VAT, the delivery within Germany is free of transport costs.

For spare parts sent by post the flat transport rate for standard deliveries is EUR 4.76 incl. VAT, for spare parts in standard parcel shipping EUR 11.90 incl. VAT.

For orders placed via the online store [www.sio-scooter.com](http://www.sio-scooter.com), the packaging and transport costs charged by the Vendor are shown in the link "Dispatch".

#### § 4 Terms of payment

(1) Payments can be made, if individually offered by the Vendor, by bank transfer (advance payment), by PayPal, by direct debit, cash or invoice.

(2) In the case of payment in advance, the Customer will be informed of the Vendor's bank details upon acceptance of the contract. The transport of the goods will be induced after full receipt of payment by the Vendor and according to the stated delivery times.

(3) When selecting a payment via the payment methods offered by PayPal in the online store, the payment processing takes place via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. The payment methods offered by the Vendor via PayPal are communicated to the Customer in the course of the ordering process. The Customer will be redirected to the PayPal page in which the payment to the Vendor is initiated by the Customer in the course of the order. The transport of the goods takes place upon payment release by PayPal and according to the stated delivery times.

If the Customer does not have a PayPal account, the relevant conditions and procedures of the company PayPal should be observed:

[https://www.paypal.com/de/webapps/mpp/ua/privacywax-full?locale.x=de\\_DE](https://www.paypal.com/de/webapps/mpp/ua/privacywax-full?locale.x=de_DE) ;

(4) Cash payments shall be made at the registered office of the Vendor.

(5) If the Vendor offers payment by invoice to the Customer, the purchase price must be paid within 10 days after the receipt of invoice.

(6) If the Vendor offers payment by SEPA direct debit mandate to the Customer, the account specified by the Customer shall be debited at the earliest after the mandate has been issued and after the goods have been delivered, but not before the expiry of the pre-notification period. If the direct debit is not honored due to an insufficient account coverage or due to the provision of incorrect bank details or if the Customer objects to the debit although it is not entitled to do so, the Customer shall bear the fees incurred by the reversal of the respective credit institution if the Customer is responsible for this.

#### § 5 Delivery

(1) Unless individually otherwise agreed, delivery shall only be made within Germany.

(2) Deliveries are effected within 6 working days. If the delivery times differ in individual cases, this is shown separately, especially with respect to the online store.

(3) The aforementioned delivery times shall commence on the day following the day on which the contract is concluded or, in the case of payment in advance, the day on which the Customer instructs their payment service provider to execute the payment. Delivery shall be made within the specified delivery period at the latest. If the last day of the delivery period falls on a Saturday, Sunday or a public holiday recognized by the state at the place of receipt, this day shall be replaced by the next working day.

#### § 6 Retention of title

Until all claims arising from the contract have been fulfilled, the delivered goods shall remain the property of the Vendor.

#### § 7 Liability for defects

(1) In the case of sales to entrepreneurs, the limitation period for defects in new goods is one year upon transfer of the risk; in the case of used goods, rights and claims due to defects are generally excluded. The limitation period shall not begin again if replacement is supplied in the scope of liability for any defect.

(2) If used goods - except digital products and goods with digital elements - are sold to consumers, the vendor is liable for defects that occur within one year starting with the delivery of the goods, provided that an explicit and separate contractual agreement has been made with the customer and the customer has been informed about the shortening before submitting his contractual declaration. The resulting warranty claims of the customer can be filed within the specified statutory limitation periods for warranty claims.

(3) If the actual condition of the goods deviates from the objective requirements, there shall be no warranty claims for this deviation if the customer was expressly informed of this before submitting his contractual declaration and a special contractual agreement has been made with the customer regarding this deviation.

(4) The statutory limitation periods for a recourse claim pursuant to § 445a of the German Civil Code (BGB) shall remain unaffected; the same shall apply in the event of a willful breach of duty and fraudulent concealment of a defect. In accordance with the following paragraph (6), it shall further apply that these limitations of liability shall not extend to claims for damages and reimbursement of expenses which the buyer may assert because of a defect.

(5) The Vendor shall be liable without limitation on any legal grounds in the event of injury to life, body or health. This shall also apply in the case of fraudulent intent and warranty promises or if the liability is based on mandatory statutory provisions, such as the Product Liability Act.

(6) In all other respects, the statutory provisions shall apply.

## **§ 8 Final provisions**

(1) Applicable law is the law of the Federal Republic of Germany.

(2) For Customers who conclude the contract as consumers within the meaning of § 1 (2) sentence 1, the choice of law pursuant to paragraph 1 shall apply only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has a habitual residence.

(3) Regulations on the UN Convention on Contracts for the International Sale of Goods do not apply.

(4) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be the Vendor's place of business. The same shall apply if the Customer does not have a general place of jurisdiction in Germany or the EU or if the Customer's place of residence or habitual abode is unknown at the time the lawsuit is filed.

## **II: Mandatory information in electronic business transactions (ordering process, etc.)**

### **1. Online ordering process**

The ordering process in the online store commences when a product is placed in the shopping cart. This is done via the "Add to cart" button on the product detail page. The customers can view the contents of the shopping cart at any time by clicking on the "Shopping Cart" icon in the top side menu.

Once the Customers have filled their personal shopping cart with the products they want, they can continue the ordering process in the shopping cart by clicking the "Proceed to checkout" button on the following page. Before doing so, the Customers first have the option of changing the order quantity in the shopping cart using the "+/-" buttons or deleting a product from the shopping cart using the "Remove from shopping cart" link.

Subsequently, the Customers can select one of the delivery options and have to enter personal data regarding the delivery and invoicing address as well as the e-mail address. The Customers confirm the information by clicking the "Next" button.

Moreover, the Customers must confirm the validity of the General Terms and Conditions as well as the understanding of the cancellation and privacy policy by activating the field "I have read and accept the General Terms and Conditions, the cancellation policy and the privacy policy" and must select a payment method offered by the Vendor. The respective selection and subsequent processing take place via the activation of the desired payment method by "click".

The Customers then finds themselves in the order overview. Any correction to the entered data that the Customers wish to make can be made via the respective "Change" button.

When choosing the payment method PayPal, the Customer places a binding order for the products in the shopping cart by clicking on the button "Buy now", otherwise by clicking on the button "Buy".

### **1. Contract language**

The contract language is German.

### **2. Contract storing**

When the online store confirms the receipt of the order, the Customer receives the order data, the GTC Customer information as well as the cancellation policy and the sample cancellation form by e-mail. The text of the contract is not stored by the Vendor after the contract has been concluded. Accordingly, further permanent backups of the offer must therefore be arranged by the Customer (e.g. by screenshot).

## **III: Note on the EU Commission's online platform for out-of-court dispute resolution:**

The EUROPEAN PARLIAMENT and the EUROPEAN COUNCIL, through REGULATION (EU) No. 524/2013 of May 21, 2013, decided to create an Internet platform to enable independent, impartial, transparent, effective, fast and fair online out-of-court resolution of disputes between consumers and traders concerning online sales contracts or online service contracts. Consumers can obtain more detailed information and access to the platform via the URL <https://ec.europa.eu/consumers/odr/>.

Vendor's E-Mail: [info@uebler.com](mailto:info@uebler.com)

The Vendor is neither willing nor obligated to participate in any dispute resolution proceedings.

## **IV: Consumer right of revocation**

As a consumer, you are entitled to a statutory right of revocation. According to § 13 BGB (German Civil Code), a consumer is any natural person who enters into a legal transaction for purposes that can neither be attributed to their commercial nor their independent professional activity.

## Revocation policy

### Right of revocation

You have the right to revoke this contract within fourteen days without giving any reason.

The revocation period shall be fourteen days starting from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods, or in the case of separate delivery of a combined order of several goods, the last goods, or in the case of several partial deliveries or pieces of one good, the last partial delivery or the last piece.

To exercise your right of revocation, you must inform us

**Uebler GmbH**  
**Daimlerstraße 22**  
**91301 Forchheim**  
**Deutschland**

**Tel.: +49/ (0)9191/ 7362-0**  
**E-Mail: info@uebler.com**

by means of a notice (e.g. a letter sent by post, fax or e-mail) regarding your decision to withdraw from this contract. For this purpose, you can use the enclosed sample revocation form, which, however, is not mandatory.

In order to comply with the revocation period, it is sufficient for you to send the notification of exercising the right of revocation before the expiry of the revocation period.

### Consequences of revocation

If you revoke this contract, we shall reimburse you all the payments we have received from you, including delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest 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 such reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise; in no case will you be charged any fees for such reimbursement.

We may refuse to reimburse you until we have received the goods back or until you have provided proof that you have returned the goods, depending on which is the earlier.

You must return / hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You shall bear the immediate costs of returning the goods. The costs are estimated at a maximum of about EUR 140.00 for goods that cannot be returned by regular mail due to their nature.

You shall only be liable for any loss in value of the goods if this loss in value is due to unnecessary handling of the goods for the purpose of inspecting their condition, properties and functioning.

**Sample Revocation Form**

(If you want to revoke the contract, please fill in this form and send it back to us.)

To:

**Uebler GmbH  
Daimlerstraße 22  
91301 Forchheim  
Deutschland**

**E-Mail: info@uebler.com**

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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)**

**Date**

**Signature of the consumer(s)  
(Only for communication on paper)**

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(\*) Delete as applicable.