

## 1. Scope

The following terms and conditions apply to all business relationships between B&W Handelsgesellschaft mbH and you as a business customer (hereinafter referred to as “customer”) in accordance with § 14 BGB (German Civil Code) and in accordance with the HGB (German Commercial Code).

## 2. Price information

Our offer is subject to change. All prices are net prices and are subject to statutory sales tax in Germany. The statutory provisions apply to intra-Community deliveries. For deliveries of goods outside the EU, separate duties and taxes may be incurred by the buyer upon receipt of the goods. These separate costs are levied by the locally responsible authorities. All prices are in euros.

## 3. Shipping conditions

For standard parcel shipping within Germany, shipping costs start at 1.90 EUR. For freight shipping, freight costs are incurred depending on the country of delivery, which are shown separately in the order process.

We ship with the shipping service provider selected by the customer at checkout. However, we reserve the right to change the shipping service provider for compelling reasons. Reasons for such a change may include: technical availability, capacity limits, shipping conditions of the shipping service provider. If we have to change the shipping method to freight forwarding due to the order quantity or weight, we will inform you of the additional costs before shipping. Shipping will only take place after payment of the additional costs.

## 4. Delivery time

We ship orders for goods in stock no later than the second working day after receipt of payment. The delivery date also depends on the shipping time. Experience has shown that this takes 1-3 business days within Germany for parcel shipping. Experience has shown that deliveries to other EU countries for parcel shipping can take 2-4 business days longer. Different delivery times are possible. Electropapa provides the delivery times in the shipping options on the “Complete order” page.

## 5. Technical steps for concluding the contract

By pressing the corresponding screen button, you can select a category and, within this category, an item. By pressing the “Add to cart” button, you place the item in the shopping cart. In the shopping cart, you can change the quantity of the selected items, delete items entirely, or empty the shopping cart. After pressing “Checkout,” you can enter a billing address and (if different) a delivery address. In combination with the billing address, we also ask for your email address. You will be offered the option of saving the billing address you entered for your next visit when you create a customer account.

By clicking on the “Proceed to payment & shipping” button, you will be taken to the “Complete order” page, where you can select from the available shipping methods and payment methods. By clicking on the “Place order” button, you are placing a binding order with obligation to pay.

## **6. Payment methods**

PayPal is a service provided by PayPal (Europe) S.à r.l. et Cie, S.C.A. The PayPal terms and conditions apply. Amazon Pay is a service provided by Amazon Payments Europe S.C.A. The Amazon Pay terms and conditions apply. Purchase on account is a service provided by Billie GmbH. The Billie terms and conditions apply.

Electropapa does not charge any separate fees for using these payment methods. The data entered is not stored by Electropapa, but may be stored by the respective selected payment provider. The relevant data protection regulations of the payment service provider apply.

## **7. Vouchers**

Promotional vouchers and merchandise vouchers can be entered in the shopping cart in the “Enter voucher code” field and redeemed by clicking on the check mark button.

Promotional vouchers are subject to the respective redemption conditions of the associated promotion. These conditions are stored on the corresponding promotion page.

Product vouchers are redeemable until the end of the third year after the year of purchase.

Promotional vouchers and product vouchers can only be redeemed before completion of the order process. Subsequent offsetting is not possible.

Vouchers can only be redeemed in full. Proportional offsetting is not possible, as these are not credit cards. The value of the goods in the order must be at least equal to the value of the voucher in order for it to be redeemed. Shipping costs are not included.

Goods vouchers are transferable to other legally competent persons.

## **8. Reservation of self-supply**

If an ordered item is not available because our supplier has not delivered, has delivered incorrectly, or has not delivered on time despite contractual obligations, we are entitled to withdraw from the contract. In such a case, we will inform you immediately that the ordered goods are no longer available. We will immediately refund any payments you have already made.

## **9. Retention of title, delivery**

We retain title to the purchased item until full payment has been received.

There is no entitlement to delivery.

## **10. Warranty**

We grant a one-year warranty on new goods purchased from us from the date of delivery. We exclude the warranty completely for used goods or B-grade goods.

The delivered goods must be inspected immediately for quality and quantity deviations. Recognisable defects must be reported to us in writing within one week of receipt of the goods. Hidden defects must be reported to us in writing within one week of discovery. Timely dispatch of the goods is sufficient to meet the deadline.

In the event of a warranty claim, we shall choose the type of post-transaction performance, either in the form of repair, replacement delivery, or credit note.

## **11. Resale and use of trademarks, images, and text**

Resellers, service providers, workshops, and similar commercial customers are entitled to resell the products purchased from us in their own name and on their own account. This authorization is revocable at any time.

For the duration of the resale relationship, our customers receive a simple, non-transferable, and non-sublicensable right to use our vhbw and EXTENSILO trademarks in connection with our products.

We prohibit the modification, alteration, abridgement, or supplementation of the vhbw and EXTENSILO trademarks in any form, or their use in connection with your own trademarks in a way that could lead to confusion. Products of the vhbw and EXTENSILO brands may not be offered or sold under other brand names.

All copyrights and other property rights to the content (product images, texts, descriptions, videos, and graphics) also remain unrestricted with B&W Handelsgesellschaft mbH.

Our customers are granted a simple, non-exclusive, non-sublicensable and revocable right of use to the content provided, exclusively for the promotion and distribution of the products purchased from us.

The adaptation of text descriptions for integration into sales channels is permitted, provided that the content is not misleading or falsified in a way that reduces quality.

Upon termination of the business relationship, or at our request at any time, the customer is obliged to immediately cease use of the vhbw and EXTENSILO trademarks and all content used by us and to remove them from all sales platforms.

Any violation of these terms and conditions will result in the immediate termination of the business relationship, and we reserve the right to take legal action to protect our trademark rights and intellectual property.

The rights granted may never be exercised to the detriment of B&W Handelsgesellschaft mbH. The customer is obliged to behave in a manner that is friendly to the brand and not damage the brand image of B&W Handelsgesellschaft mbH.

## **12. Limitation of liability**

In cases of simple negligence, we shall only be liable for damages resulting from the breach of an essential contractual obligation (cardinal obligation), except in cases of injury to life, limb, or health. Liability shall be limited to the damage typically foreseeable at the time of conclusion of the contract.

Liability for defects in the purchased item based on intent or malice, as well as liability under the Product Liability Act, remain unaffected by this provision.

## **13. Data protection**

We hereby inform you that we collect, process, and use personal data by means of electronic data processing (EDP) to the extent necessary for the establishment, content, or amendment of the purchase contract (purchase transaction). The fulfillment of the purchase contract, to which you as the customer are a party, constitutes a legal basis for us to process your personal data under European law (Art. 6 (1) (b) GDPR). For further and detailed information, please also read our privacy policy in accordance with the GDPR. You can access this via the corresponding link in the footer of our online shop.

## **14. Information in accordance with § 18 of the Battery Act**

Batteries can be returned to the point of sale after use. End users are legally obliged to return used batteries. The symbol with the crossed-out wheellie bin (§ 17 (1) of the Battery Act) has the following meaning: Batteries must not be disposed of with household waste. The chemical symbols of the metals (Section 17 (3) of the Battery Act) have the following meanings: "Hg" stands for mercury (hydrargyrum), 'Cd' stands for cadmium, and "Pb" stands for lead (plumbum). You can return the batteries to us as specified in the legal notice (provider identification).

## **15. Final provisions, defense clause**

The business relationship is subject to the laws of the Federal Republic of Germany, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods. The place of performance is the seller's registered office. The place of jurisdiction is 01069 Dresden.

Amendments and additions to these General Terms and Conditions and to all contracts concluded on their basis must be made in writing to be effective. This also applies to the cancellation or amendment of this written form clause itself. However, individual agreements always take precedence.

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

Any deviating, conflicting, and/or supplementary general terms and conditions of the customer are hereby expressly rejected. The contracting parties agree that such general terms and conditions shall not become part of the contract unless their validity has been expressly agreed to in writing with the customer.

Updated: 18.11.2025