

Wipe-Global GmbH Consumer Terms & Conditions of Supply

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website www.wipe-global.com (our site) to you. These terms and conditions only apply if you are buying as a consumer. Trade Customers are subject to our trade terms and conditions which can be accessed via www.wipe-global.com.

Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

Please tick the box marked 'I agree to the Wipe-Global Terms and Conditions' at the end of ordering process if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. Information about us

wipe-global.com is a site operated by Wipe-Global GMBH. We are registered in Germany with our registered office at Buchenweg 17, 86508 Rehling. Our VAT number is DE321742511.

2. Your status

By placing an order through our site, you warrant that:

- 2.1 you are legally capable of entering into binding contracts;
- 2.2 you are at least 18 years old;
- 2.3 you are resident in Germany(mainland only); or Europe
- 2.4 you are accessing our site from Germany (mainland) or Europe

3. How the contract is formed between you and us

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that we have accepted your order (the Acceptance Confirmation) The contract between us (Contract) will only be formed when we send you the Acceptance Confirmation.

3.2 The Contract will relate only to those Products we have confirmed in the Acceptance Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the acceptance of such Products has been confirmed in a separate Acceptance Confirmation.

3.3 Any drawings, photographs, descriptions or advertising we issue, and any photographs, descriptions or illustrations contained on our site, are issued or published solely to provide you with an approximate idea of the Products they

describe. They do not form part of the Contract between you and us or any other contract between you and use for the sale of the Products.

4. Consumer rights

4.1 consumable goods except where a fault has been discovered that could not have been identified without unsealing the Products.

4.2 Details of this statutory right, and an explanation of how to exercise it, are provided in the Acceptance Confirmation. This provision does not affect your statutory rights.

4.3 If you would like further information about your legal rights, please contact your local Trading Standards Department or Citizen Advice Bureau.

5. Availability and delivery

5.1 Your order will be fulfilled by the delivery date set out in the Acceptance Confirmation or, if no delivery date is specified, then within 30 days of the date of the Acceptance Confirmation, unless there are exceptional circumstances.

5.2 Delivery will be made to the E-mailaddress specified in your order.

5.3 Orders placed before the specified cut off time will be processed the same day and will be delivered in accordance with your delivery request providing further security checks are not required and all the Products are available.

5.4 There will be no delivery until clear funds have been received.

6. Risk and title

6.1 The Products will be at your risk from the time of delivery.

6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. Price and payment

7.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

7.2 These prices are net prices and VAT get added before buying. Final Price is including VAT, but excludes delivery costs except by e-mail, which will be added to the total amount due as set out in our Delivery Information.

7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Acceptance Confirmation.

7.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Acceptance Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mis-pricing.

7.6 Payment for all Products must be by credit or debit card. We accept

payment with Visa, Visa Electron, Mastercard, Maestro, and Paypal. We shall not despatch any Products until we receive cleared funds. No payment shall be deemed to have been received until we have received cleared funds. Please be aware that if you are using Paypal as your payment method we reserve the right to not ship to unconfirmed addresses.

7.7 Your credit/debit card details will be encrypted by us to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order. If there is a problem taking payment for all or part of your order, we may contact you by telephone or e-mail. We will charge you an administration fee of 5 Euro each time your bank is unable to process your payment.

7.8 The use of our software requires timely payment(s) as specified in the invoice. In case of non-payment or delay of more than 7 days to the fixed payment date (last day), the licensor Wipe-GLOBAL GmbH is entitled to stop the use. Any resulting consequences and claims of an interruption of use shall be borne solely by the Customer. The customer has no legal claim or possibility to obtain any claims from/by third parties against Wipe-GLOBAL GmbH arising from consequential damages.

7.9 toolstar License Renewal

In order to ensure our customers carefree use, all toolstar licenses are set to automatic license renewal in the personal Licinger account. Change requests must be actively reported by the customer at info@wipe-Global.com or directly stored in the personal Licinger account. In order to ensure a smooth process, the legal deadline is set at 6 weeks before the license expires, after which our license database and our ERP systems are automatically synchronized, so that the license extension for the following year is automatically carried out with the follow-up activity of invoicing the customer, payment and receipt of funds on our Wipe-GLOBAL bank account must be made by the deadline (Ultimo -2 days).

8. Our refunds policy

8.1 If you want to return a from us bought product, it has to be insured that the License is unused and it has to be done within 10 working days.

9. Our liability

9.1 Our liability for losses you suffer as a result of us breaching this agreement is strictly limited to the purchase price of the Product you purchased.

9.2 This does not include or limit in any way our liability:

9.2.1 for death or personal injury caused by our negligence;

9.2.2 under section 2(3) of the Consumer Protection Act 1987;

9.2.3 for fraud or fraudulent misrepresentation;

9.2.4 for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us; or

9.2.5 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9.3 We are not responsible for any indirect or consequential losses which happen as a side effect of the main loss or damage and even if such losses result from a deliberate breach of this Contract by us that would entitle you to terminate the Contract between us, including but not limited to:

- 9.3.1 loss of income or revenue;
- 9.3.2 loss of business;
- 9.3.3 loss of profits or contracts;
- 9.3.4 loss of anticipated savings;
- 9.3.5 loss of data;
- 9.3.6 loss of data, or Damages of all kinds

10. Data Protection

10.1 Except as expressly set out in these terms and conditions, all use of your personal information will be made in accordance with our privacy policy.

10.2 For your security, when ordering from us we only use Secure Socket Layer 3 (SSL3) technology, to ensure you cannot inadvertently place an order through an unsecured connection.

10.3 By registering any of your personal details with us, you are agreeing to allow us to contact you regarding any of our own products or services. We may pass your details to a third party unless otherwise indicated to by you.

11. Protecting your security

11.1 To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

11.2 By accepting these Terms and Conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

11.3 During security checks we may ask for additional information or documentation to help support the data you have supplied.

12. Import duty

12.1 If you order Products from our site for delivery outside the Germany, they may be subject to export/import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.2 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

13. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to

this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. Notices

All notices given by you to us must be given to Wipe-GLOBAL GmbH ,86508 Rehling. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

15. Transfer of rights and obligations

15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

16.2.1 strikes, lock-outs or other industrial action;

16.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

16.2.4 impossibility of the use of public or private telecommunications networks;

16.2.5 the acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. Waiver

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

18. Severability If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Entire agreement

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

20. Our right to vary these terms and conditions

20.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

20.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Acceptance Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

21. Warranty (along with legal and written in the respective vendor T&C)

21.1 The statutory claims for defects exist without restriction. Complying with the legal requirements, companies are subject to a limitation period of 6 months.

21.2 We do not accept any liability for any subsequent impairments or damages in the use of our data erasure software offered by us.

22. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including

non-contractual disputes or claims) will be governed by German law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of Germany.