

## § 1 General

(1) The following general terms and conditions (GTC) apply to all contracts concluded between the company Becopa, owner Daniel Hufenbach, (hereinafter referred to as seller) and a consumer or entrepreneur (hereinafter referred to as buyer) with regard to the the products and services offered by the online shop operated by the seller.

(2) For the purposes of these Terms & Conditions, **Consumers**

are all natural persons, as far as they are & sect; 13 BGB subject. **Entrepreneurs** within the meaning of these terms and conditions are all natural persons or legal entities, as far as they are & sect; 14 BGB fall.

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## § 2 Offer and Conclusion

(1) The products displayed in the respective online shop do not represent a legally binding offer by the seller, but rather a non-binding online catalog for the submission of an offer by the buyer. By clicking on the final order button, "buy now". In the sales process of the online shop or the sending of other orders (for example by letter, fax, email) you make a binding offer regarding the goods contained in your shopping cart or other order. & nbsp; The acceptance of the purchase offer is made by the seller by means of an order confirmation or by delivery of the goods. This is the purchase contract came about. The contract language is German.

(2) It is the responsibility of the client to ensure that the address data used for the ordering process, including the email address used, are correct. Insofar as the order is made electronically via the Internet, it is the responsibility of the buyer to ensure that potential spam filters do not influence the ordering process. In particular, the custodian must check the spam folder for any possible e-mail access. A corresponding hindrance by spam filters on the part of the client has no influence on the fundamental conclusion of the contract.

(3) The contract (your order) will be saved. You can view the general terms and conditions at any time on [www.becopa.de](http://www.becopa.de) and save them on your computer. The specific order data will be sent to you via email and can also be viewed at registration in the login area.

## § 3 Technical steps and corrective actions during the ordering process

(1) Through the article selection or the shop catalog search, you will see the individual offers available, as well as their individual variations. By clicking the & bdquo; In Cart icon & ldquo; The desired article is stored in the virtual shopping cart. The number of items stored in the shopping cart is automatically displayed in the upper symbol of the shopping cart. You can also directly access the articles deposited in the shopping cart by clicking on the upper symbol of the shopping cart. Here, in a separate tab, all the articles of the shopping cart appear in the overview as well as the selection options "To checkout". to finish the purchase process or & quot; My Cart & ldquo; to go directly to your shopping cart.

(2) Afterwards, you can make further purchases, edit the shopping cart or finalize the purchase process.

(a) If you wish to purchase additional items, you will be taken to the & quot; Continue shopping & ldquo; back to the start page and can search from there as usual the online store and put goods in the cart.

(b) If you wish to remove individual items from the shopping cart or purchase them at other quantities, you can do so directly in the shopping cart itself. For this purpose, it is possible to change the quantity displayed in the shopping cart. To do this, enter the desired quantity in the respective column and then click on the "Update shopping cart" symbol. Afterwards the updated shopping cart will be displayed. If individual items are not immediately available in the number you require, you will be notified. Afterwards there is the possibility to reduce the quantity again or you can contact us directly with your request by

phone, by email or by fax, so that the possibility of a specific order of goods with our suppliers is checked for you can be.

If you want to delete or remove individual items from the shopping cart, click on the & bdquo; Remove & ldquo; in the right-hand column of the shopping cart (small bills of cents). Afterwards the article will no longer be displayed and will no longer be considered for your further order process. However, if you wish to remove all items from the shopping cart, click on the & bdquo; Empty Cart & ldquo; icon. Afterwards the cart is completely emptied.

(c) Unless you purchase additional items and do not wish to make any further changes to the shopping cart, use the symbols to be taken directly to PayPal or "Checkout" to finalize a binding order. If you opt for PayPal directly, you will be directed to PayPal's web site and can complete the purchase by paying your login details. If you select a different payment method, you will be notified by the & bdquo; checkout symbol & ldquo; on the page, in which your necessary data, address data, payment data are to be entered. Changes can be made by the respective mouse and keyboard functions. At the end, all the relevant data will be displayed once more in an order overview. Again, there is the possibility of a further change via the respective mouse and keyboard functions. By finalizing & quot; Buy Now & ldquo; your order becomes binding and the purchase process in the sense of & sect; 2 of the Terms and Conditions.

## **§ 4 Right of Withdrawal**

### **Notice of Withdrawal**

consumers in terms of & sect; 13 BGB is entitled to a right of withdrawal after the following date. Consumers in this sense are any natural person who concludes a legal transaction for purposes which are predominantly neither commercial nor professional

### **Withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason. The cancellation period is 14 days from the day on which you or a third party commissioned by you, who is not the lender, has taken possession of the last goods. To exercise your right of withdrawal, you must contact us,

### **Becopa**

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by means of a clear statement (such as a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the enclosed model withdrawal form, which is not required. In order to maintain the cancellation period, it is sufficient for you to send the notification regarding the cancellation of the right of withdrawal before the expiry of the withdrawal period.

### **Follow the revocation**

If you cancel this Agreement, we will have you all the payments we have received from you, including the delivery charges (excluding any additional costs that may result from using a different delivery method

than the one you received from us) We reserve the right to make the default delivery within 14 days from the date on which the notice of cancellation of this contract has been received by us. For this refund we use the same form of payment as you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this refund fees. We may refuse the repayment until we have returned the goods or until you have provided proof that you have returned the goods, whichever is the sooner. You must immediately return the goods to us or in any event not later than 14 days from the date on which you notify us of the cancellation of this Agreement to us or in any case. The deadline is met if you send the goods before the deadline of 14 days. They bear the immediate costs of returning the goods. You only have to pay for any loss of value of the goods, if this loss of value is due to a handling that is not necessary for the purpose of proving the nature, characteristics and functioning of the goods. Exclusion or premature cancellation of the right of withdrawal

### **The right of withdrawal does not apply to contracts**

- for the supply of goods which are not prefabricated and for the manufacture of which an individual choice or determination by the consumer is appropriate or which are clearly tailored to the consumer's personal needs;
- for the delivery of goods which can spoil quickly or whose expiration date is exceeded quickly;
- for the supply of alcoholic beverages, the price of which was agreed upon conclusion of the contract, but which can be delivered no later than 30 days after the conclusion of the contract and whose actual value depends on fluctuations in the market to which the trader has no control; p>
- for the delivery of newspapers, magazines or magazines other than subscription contracts.

### **The right of revocation expires prematurely on contracts**

- for the delivery of sealed goods which, for reasons of health or hygiene, are not suitable for being returned if their seal has been removed after delivery;
- for the delivery of goods, if, by reason of their nature, they have been inseparably mixed with other goods after delivery;
- for delivery of sound or video recordings or computer software in a sealed package, when the seal has been removed after delivery.

### **[Sample Revocable Form](#)**

### **§ 5 prices**

(1) The prices for products or other services specified in the respective online shop are basically final prices, which include all price components including the currently valid VAT. In addition, additional costs may be incurred for shipping or beyond for packaging, freight or, if applicable, COD charges. Free shipping items are shown separately.

(2) For the respective product prices, the prices stated in the shopping basket of our website at the time of ordering apply. Differing prices that may be displayed on pages that are loaded from caches (browser cache, proxies) are not up-to-date and are invalid. Likewise, any deviating prices on the pages of external providers (such as search engines, price comparators, or content sites) may not be up to date and valid. Our shopping cart can not be temporarily stored. Unless expressly agreed otherwise in writing, our prices are ex works.

(3) For an overview of our domestic and international shipping costs, please see the [Shipping & Returns Review](#). Deviating from this, costs may arise in individual cases, which may arise i.a. weight and size of

the articles, as well as logistics and insurance costs, which vary according to the value of the product.

(4) Upon delivery to Switzerland or Norway, additional customs duties and charges will be incurred upon receipt of the goods. In the case of deliveries to non-EU countries, additional customs duties and deliveries accrue upon acceptance of the goods. For more information, please visit: [https://ec.europa.eu/taxation\\_customs/home\\_en/](https://ec.europa.eu/taxation_customs/home_en/) and specifically for Switzerland, at <http://xtares.admin.ch/tares/login/loginFormFiller.do>.

#### (5) & nbsp; & nbsp;

The indicated delivery and shipping costs are valid for a one-time delivery attempt. If, at your express wish, we make one or more delivery attempts, you will be responsible for any additional costs incurred. This also applies to the additional delivery and shipping costs incurred as a result of the requested partial delivery.

### § 6 payment

(1) Unless otherwise agreed, the invoices of the seller are immediately available without deduction. If the Seller pays in advance, the purchase price is due 10 days after receipt of the invoice.

The customer has the choice of different payment methods, which are offered depending on the order amount, the delivery method, the shipping destination and settings in the customer account. The various possibilities are available in the shopping cart. The customer can choose the purchase price either in advance or by

Purchase on invoice

Prepayment

Paypal

Amazon Pay

pay. If the buyer is in default of payment, the seller is entitled to charge default interest of 5% above the base interest rate p.a. respectively announced by the ECB. to promote. We reserve the right to prove and assert a higher default damage.

(2) The seller undertakes, in individual cases or in the case of rejection of payment by credit institutions or providers of the respective payment method, to execute the order only against payment by cash on delivery or advance payment. In this case the customer can accept this or withdraw from his order.

(3) For the credit card payment method, the amount to be recovered is shown on your credit card statement as "Becopa Onlineshop - Daniel Hufenbach & ldquo; appear. The debit of your account takes place with delivery of your order. In the case of the effective purchase price (cancellation) or the justified non-acceptance of the order, the amount booked will be refunded immediately by the seller.

(4) Provided that payment by purchase for account is made by & quot; PayPal Invoice Purchase & quot; For the respective offer is possible or is selected by the buyer, the following should be noted. In case of purchase on account via & raquo; PayPal Invoice purchase & laquo; If we accept the purchase price claim against the respective buyer, PayPal (Europe) S. & agrave; R.L. et Cie, S.C.A. 22-24 Boulevard Royal L-2449 Luxembourg. The debit of your bank or credit card account takes place upon completion of the order. Prerequisite for this is a prior credit check. You agree that, prior to acceptance of the assignment, PayPal (Europe) S. & agrave; R.L. et Cie, S.C.A. 22-24 Boulevard Royal L-2449 Luxembourg on the basis of the data transmitted. Insofar as sufficient creditworthiness is not guaranteed as a result of the test, a refusal of payment on account via PayPal AG remains reserved. The buyer will be informed about this during the checkout process. Insofar as the purchase on account is authorized after payment of the invoice by PayPal, a payment with a debt-discharging effect shall only be made to PayPal (Europe) S. & agrave; R.L. et Cie, S.C.A. 22-24 Boulevard Royal L-2449 Luxembourg. Payment must then be made within 14 days of receipt of the goods against PayPal AG. Regardless of the assignment of the claim, the Seller also

remains in the event of purchase on behalf of PayPal AG for all customer questions arising from the purchase contract such as goods, delivery times, performance, returns, revocation, etc. .

(5) A right of retention can in principle only be granted by the customer if his asserted counterclaim is based on the same contractual relationship. Retention of payments by the buyer for counterclaims under other contract conditions is excluded.

## **§ 7 Delivery, availability, delivery time**

(1) Unless otherwise agreed, the delivery of the goods shall be made on a regular basis by means of a forwarding agent DHL commissioned by us to the delivery address stated by Buyers during the ordering process.

(2) The goods are ready to order within 24 hours. Following this, the goods will be shipped. The shipping takes place in case of the payment method "advance payment". only after receipt of payment.

(3) The goods listed in the shop are available at least for a stock of 1 piece in the warehouse and to this extent immediately. Any additional number of deliveries that can be ordered can be determined by entering the desired order quantity in the shopping cart, see hereunder under & sect; 3 of the Terms. In principle, if the desired product quantity is only available as & quot; upon request & ldquo; is reported, the product of this number is currently not in stock. There is the possibility of reordering. Since this can lead to a longer delivery time, we ask you to contact us beforehand, so that the corresponding delivery times for the desired quantity of goods can be outlined as precisely as possible beforehand.

(4) However, if in individual cases an order from the seller is exceptionally not accepted because an ordered item is unexpectedly no longer available, we will inform you immediately. We will reimburse you for any payments made in this case.

(5) If the buyer is an entrepreneur, the delivery is subject to the delivery of the goods

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## **§ 8 Retention of title**

(1) All goods delivered by the seller remain the property of the seller until full payment and settlement of all claims arising from the supply contract. This also applies to conditional claims.

(2) If the principal is an entrepreneur, the seller shall retain ownership of the delivered goods until full settlement of all claims arising from an ongoing business relationship.

(3) In addition, if the client is an entrepreneur, the following additional rules apply. Access by third parties to the goods owned or co-owned by the seller must be immediately disclosed by the customer. Costs arising from such interventions for a third-party objection claim or costs for an external legal process release shall be borne by the customer. The claims arising from resale or other legal grounds relating to the goods subject to retention of title (including all balance claims from current account) are already assigned by the buyer to the seller in full for the sake of security. The client is revocably authorized to collect the claims assigned to us for his account and in his own name. This collection authorization may be withdrawn if the buyer fails to duly fulfill his payment obligations. enforcement.

## **§ 9 Hazards transition**

(1) The risk of accidental loss as well as the risk of accidental deterioration of the goods pass to the buyer upon delivery to the buyer or his / her authorized recipient.

(2) If the buyer acts as an entrepreneur risk of accidental loss and the risk of accidental deterioration of the

goods in the case of a consignment purchase with delivery of the goods to the carrier appointed by the seller to the buyer. about.

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## **§ 10 Performance**

(1) The legal terms of service apply. You do not receive any further guarantees in the legal sense. Manufacturer's warranties remain unaffected.

(2) For consumers, the warranty claims are due within 2 years from the date of delivery of the goods. In the case of second-hand goods, the requirement for the performance of the goods shall be payable within one year from the delivery of the goods.

(3) If the buyer is an entrepreneur, the claims are due after one year. Remains of this, & sect; 478 Civil Code. If the buyer is a merchant i.S.d. & Sect; 1 HGB, the commercial liability obligation applies after & sect; 377 HGB. If, in such a case, the buyer does not or does not duly transact the duty of renegotiation. Use, the goods are considered approved.

## **§ 11 Liability**

Further liability, which exceeds the performance of the & sect; 10 of the terms and conditions does not exist. This affects, in particular, any claims that did not arise on the respective object of the contract itself. This does not apply in cases of intent and gross negligence. A disclaimer is also not in the event of injury to life, body or health.

If a breach of essential contractual obligations is affected, the liability shall be limited to the contractually typical, foreseeable damage, insofar as it is based on simple driving leasability.

The liability restrictions also apply to the legal representatives of the seller or its vicarious agents insofar as the respective claims are asserted directly against them. The provisions of the Product Liability Act or any separate warranty claims of the Seller remain unaffected.

## **§ 12 Information on online dispute resolution**

The EU Commission has developed an internet platform for the online settlement of Disputes (so-called & quot; OS platform & quot;). The OS platform is intended to serve as a point of contact for out of court settlement of disputes concerning contractual obligations arising from online sales contracts. The OS platform can be reached at the following link: <http://ec.europa.eu/consumers/odr>

## **§ 13 Copyright**

All images, text or graphics which are inserted in the Internet presences for the individual product descriptions managed by the Seller, are fundamentally subject to copyright and other laws for the protection of intellectual property. In particular, only the seller and thus Mr. Daniel Hufenbach, owner of the company Becopa, have sole copyright and right to use the product images used for the product description. The product images and descriptive texts may not be copied, modified and used on other web sites without the prior permission of the seller. This applies in particular to the purpose of advertising, presentation or trade, irrespective of whether it is of a commercial or a private nature. Infringements are in principle pursued. Insofar as the use of pictures and graphics in particular is carried out under a previous licensing agreement (licensing analogy) or in the event of infringement, the guidelines of the Mittelstandsgemeinschaft für Fotomarketing (MFM) in the currently valid version are used as the basis of

assessment.

## **§ 14 Privacy and Confidentiality**

(1) The personal data required for business processing will be stored on a computerized basis in accordance with the Federal Data Protection Act (BDSG) and passed on to the execution of the order within the required scope. For more information about privacy, [here](#).

(2) We save your order details and send them to you together with our terms and conditions by e-mail. You can view your order data in your personal customer account.

## **§ 15 Final provisions**

(1) All legal relations between the seller and the respective buyer are governed by the law of the Federal Republic of Germany under exclusion of the UN Sales Convention. This choice of law applies to consumers only to the extent that the protection afforded by compelling provisions of the law of the state in which the consumer has his / her habitual residence is not withdrawn.

(2) If the buyer is an entrepreneur, legal person of public law or public special assets, Berlin is deemed to be the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the buyer does not have a general place of jurisdiction in Germany or the EU. The seller's right to appeal to another jurisdiction in the event of an entrepreneurial dispute remains unaffected.

(3) Should any provision of these terms and conditions be or become invalid, the validity of all other provisions shall not be affected thereby. The ineffective provision will be replaced by a legally permissible provision which best corresponds to the purpose of the contract and the will of the parties.

*Here you can download the GTC as pdf-file: [becopa-conditions](#)*