

# Terms of Service

## Contracting party

On the basis of these terms and conditions (AGB) comes between the customer and NightTec

Represented by Tom Heinze  
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Commercial Register: [Commercial Register]  
Commercial Register Number: [Commercial Register Number]  
VAT identification number: DE317287664

hereinafter referred to as provider, the contract concluded.

## Contract

This agreement governs the sale of new goods and services in the field of night vision equipment via the provider's online shop. Because of the details of the respective offer, reference is made to the product description of the offer page.

All Purchasers ordering export-controlled products have to provide a completed EUC to NightTec in order to validate their purchases.

At the time of order the NightTecs customer service will contact the Purchaser to provide the EUC form. Failure to comply will immediately void the order. The order amount will be refunded and order declined.

Please find the EUC here.

## Conclusion

The contract is concluded in electronic commerce via the shop system or via other means of distance communication such as telephone and e-mail. The offers shown represent a non-binding invitation to submit an offer by the customer order, which can then accept the provider. The order process for concluding the contract includes the following steps in the shop system:

- Selection of the offer in the desired specification (size, color, number)
- Put the offer in the shopping cart
- Press the button 'order'
- Enter the billing and delivery address
- Selection of the payment method
- Verification and processing of the order and all entries
- Press the button 'order with costs'

Confirmation mail that orders have been received Orders can be placed next to the shop system via remote communication (telephone / e-mail), whereby the order process for the conclusion of the contract includes the following steps:

- Call the order hotline / send the order mail
- Confirmation mail that the order has been received With the sending of the order confirmation, the contract is concluded.

## **Contract Duration**

The contract is concluded for an indefinite period.

## **Prices, Shipping costs, Return costs**

All prices are final and include the legal value added tax. In addition to the final prices depending on the shipping method other costs incurred, which are displayed before sending the order. If there is a right of withdrawal and is used by this, the customer bears the cost of the return.

## **Terms of payment**

The customer has only the following options for payment: advance transfer, payment service (PayPal), credit card. Other payment methods are not offered and will be rejected.

The invoice amount is to be transferred in advance to the account specified there after receipt of the invoice, which contains all details for the transfer and is sent by e-mail. Using a fiduciary / payment service provider allows the provider and customer to process the payment between each other. The fiduciary service / payment service provider forwards the payment of the customer to the provider. Further information can be found on the website of the respective fiduciary service / payment service provider. When paying by credit card, the customer must be the cardholder. The credit card will be charged after the goods have been shipped. The customer is obliged to pay or transfer the amount shown to the account indicated on the invoice within 14 days after receiving the invoice. Payment is due without deductions from the date of invoice. The customer comes only after reminder in default.

## **Delivery terms**

The goods will be shipped immediately after receipt of payment. The dispatch takes place after 2 days at the latest. The entrepreneur undertakes to deliver on the 7th day after receipt of the order unless otherwise agreed. The standard delivery time is 2 days, unless it is an order that has to be manufactured first. The entrepreneur will usually give you the delivery time in advance. The supplier either sends the order from its own warehouse as soon as the entire order is in stock there or the order is sent by the manufacturer as soon as the entire order is in stock there. The customer will be informed immediately of delays.

## **Warranty**

Consumers are entitled to the offered services a statutory warranty liability according to the relevant provisions of the Civil Code (BGB). If this is deviated, the warranty is based on the regulations set out in the General Terms and Conditions (GTC). If the customer is an entrepreneur, the warranty is excluded for second-hand goods. If the customer is a consumer, the warranty period for used goods is limited to one year. This does not apply to claims for damages of the customer due to injury to life, limb, health or essential contractual obligations, which must necessarily be fulfilled in order to achieve the contractual objective. Likewise, this does not apply to claims for damages after grossly negligent or intentional breach of duty by the provider or his legal representative or vicarious agent. Otherwise, the statutory provisions apply.

## **Contracts**

The contract text is stored by the provider. The customer has the following possibility to access the stored contract text: About the shop system when ordering. This section can be found on the following page: [www.NightTec.net](http://www.NightTec.net). The customer can correct errors in the input during the ordering process. For this he can proceed as follows: About the shop system when ordering.

## **Right of withdrawal and customer service**

### **Cancellation**

### **Withdrawal**

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

The revocation period is fourteen days from the day,

- In the case of a contract of sale: in which you or a third party named by you, who is not the carrier, has or has taken possession of the last goods.
- In the case of a contract for several goods ordered by the consumer under a single order and delivered separately: to which you or a third party named by you, who is not a carrier, has or has taken possession of the last good.
- In the case of a contract for the delivery of a good in several lots or pieces: where you or a third party named by you, who is not a carrier, has or has taken possession of the last partial shipment or the last.
- In the case of a contract for the regular delivery of goods for a fixed period of time: where you or a third party named by you, who is not a carrier, has or has taken possession of the first good. When several alternatives meet, the last time is decisive.

To exercise your right of withdrawal, you must (NightTec, Tom Heinze, Blankenburger Straße 58, 13407 Berlin +49 176 462 921 69 info@nighttec.net) by means of a clear statement (eg a letter sent by mail, fax, or e-mail) inform about your decision to withdraw from this contract. You can use the attached model withdrawal form, which is not required.

In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

## **Consequences of the cancellation**

In the case of an effective revocation the mutually received benefits are to be returned and if so derived profits (e.g. interest) are to be returned. In case the Purchaser is unable to reimburse NightTec either in total or partially for services received as well as any possible benefits gained (e.g. benefits of use) or return the item in a deteriorated condition only, the Purchaser has to offer a compensation of equal value. This only applies when the deterioration of the goods and the benefits gained can be attributed to handling of the goods that exceeds the examination of functions and properties of the goods. Examinations of functions and properties refers to testing and trying out of said goods as it is possible and common in a shop.

For this repayment, we will use the same means of payment as you used in the original transaction, unless expressly agreed otherwise with you

All night vision devices are made to order. The selected goods are not in stock and are ordered specifically for the buyer specified at the time of order. Please ensure that special requests and specifications are noted in your order confirmation or invoice.

If, for any reason, the buyer cancels an order in whole or in part for a made-to-order item and unless otherwise agreed in writing, a cancellation fee equal to 25% of the invoice value will be paid by the buyer or deducted from refunds.

If, for any reason, the buyer cancels an order in whole or in part for a non-order item and unless otherwise agreed in writing, a cancellation fee equal to 15% of the invoice value will be paid by the buyer or no refund will be made.

When ordering one or more tubes, the following special feature applies. Tubes may be canceled with a cancellation fee (see item made to order) of 25% of the invoice value unless opened from the original packing. Should they be opened by the customer, any refund is no longer possible.

Cancellation fees for rented equipment are as follows:

More than 14 days before the first day of the event:	0%
7-14 days before the first day of the event:	50%
0-7 days before the first day of the event:	90%

A customer who can not present a valid ID when renting is not entitled to the device.

You have the goods immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract to NightTec, Tom Heinze, Blankenburger Straße 45, 13156 Berlin +49 176 462 921 69 info@nighttec.net us to be returned or handed over. The deadline is met if you send the goods before the deadline of fourteen days.

You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods.

#### **End of revocation**

## **Export/Import and Customs**

The sale and disposition of goods and software supplied by NightTec shall at all times be subject to the export control laws and regulations of Japan, the United States of America, the European Union, and its Member States and any amendments thereof. The Purchaser will not make any disposition of such goods or software other than into the ultimate country of destination specified by the Purchaser in writing and declared on NightTec's invoice. The Purchaser will not export any such goods or software or any part thereof including any technical data or the direct product in contravention of the applicable regulations of Japan, the United States of America, Canada, Australia, New Zealand, Norway, Switzerland, Great Britain, the European Union or its Member States.

Every customer is instructed to inform himself about the applicable law of his country. NightTec cannot be held liable for violations of the applicable law in the respective country.

## **Disclaimer**

Claims for damages of the customer are excluded, unless otherwise stated for the following reasons. This also applies to the representative and vicarious agents of the provider, if the customer raises these claims for damages. Excluded are claims for damages of the customer due to injury to life, limb, health or essential contractual obligations, which must necessarily be fulfilled in order to achieve the contractual objective. Likewise, this does not apply to claims for damages after grossly negligent or intentional breach of duty by the provider or his legal representative or vicarious agent.

## **Assignment and pledge ban**

Claims or rights of the customer against the provider may not be assigned or pledged without his consent, unless the customer has demonstrated a legitimate interest in the assignment or pledging.

## **Language, jurisdiction and applicable law**

The contract is written in German, English. The further implementation of the contractual relationship takes place in German, English. It exclusively applies the law of the Federal Republic of Germany. For consumers, this applies only insofar as this does not restrict any statutory provisions of the state in which the customer has his domicile or habitual residence. The place of jurisdiction for disputes with customers who are not a consumer, a legal entity under public law or a special fund under public law is the registered office of the provider.

## **Data protection**

In connection with the initiation, conclusion, settlement and reversal of a purchase contract based on these terms and conditions, the provider collects, stores and processes data. This happens in the context of the legal regulations. The provider does not disclose any personal data of the customer to third parties, unless he is legally obliged to do so or the customer has expressly previously consented. If a third party is used for services in connection with the processing of processing, the provisions of the Federal Data Protection Act are complied with. The data provided by the customer by way of order will only be processed to establish contact within the scope of the contract and only for the purpose for which the customer provided the data. The data will only be passed on as far as necessary to the shipping company, which takes over the delivery of the goods according to the order. The payment details will be forwarded to the bank responsible for the payment. Insofar as the provider meets retention periods of a commercial or tax nature, the storage of some data may take up to ten years. During the visit to the Internet shop of the provider, anonymized data that does not allow for inferences on personal data and also do not intend, in particular IP address, date, time, browser type, operating system and pages visited logged. At the request of the customer, the personal data will be deleted, corrected or blocked within the scope of the legal provisions. A free information about all personal data of the customer is possible. For questions and requests for deletion, correction or blocking of personal data as well as collection, processing and use, the customer may contact the following address: NightTec, Tom Heinze, Emmentaler Straße 58 Berlin +49 151 506 444 12 info@nighttec.net.