

General Terms and Conditions of CSL Computer GmbH (Last revised 20. April 2023)

I. Scope of application

1. The following General Terms and Conditions of Contract in the version valid at the time of the order are binding on all contractual relationships concluded via the online shop of the company CSL Computer GmbH (hereinafter referred to as "Seller") at www.csl-computer.com and a buyer (hereinafter referred to as "Customer").
2. The Seller's General Terms and Conditions of Contract shall apply to all transactions concluded via the Seller's online shop, irrespective of whether the Customer is acting as a consumer within the meaning of section 13 German Civil Code (BGB) or as an entrepreneur within the meaning of section 14 BGB.
3. A consumer within the meaning of section 13 BGB is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their self-employed professional activity.
4. An entrepreneur within the meaning of section 14 is any natural or legal person or a partnership with legal capacity who, at the time of conclusion of the legal transaction, is acting in the exercise of their commercial or independent professional activity.

II. Formation of the contract

1. The Seller of the purchase contracts concluded via the online shop at www.csl-computer.com is the company CSL Computer GmbH, Hanseatenstraße 34, 30853 Langenhagen, Germany.
2. The offers of goods in the Seller's online shop do not constitute binding offers to conclude a purchase contract, but are rather an invitation addressed to the respective Customer to submit their own purchase offer to the Seller.
3. In order to purchase an item via the Seller's online shop, the Customer must first select an item and place it in their virtual shopping cart by clicking the "Add to cart" button. After this, the Customer is automatically directed to the "Shopping cart" menu item. Under the "Shopping cart" menu item, the Customer is given an overview of the items selected for purchase and may correct their selection or cancel the order process. The Customer can then select the desired payment method. In order to select the payment method and make the payment, the Customer must either log in to their CSL customer account or set up a new customer account after clicking the "Continue" button or log in to their Amazon or PayPal customer account by clicking on the "Pay via Amazon" or "Direct to PayPal" button.
After successfully logging in to their CSL or PayPal customer account, the Customer is taken to the "Payment method" menu item. There the Customer may select a payment method and the shipping and billing address and correct them if necessary. By pressing the "Continue" button, the Customer is then taken to "Check", the last menu item of the order process. There the Customer receives a complete overview of

their order and can change the data of their order by pressing the “Change” button or return to the previous menu item by clicking the “Back” button.

If the Customer has logged in to their Amazon customer account to make the payment, they will be taken to the “Pay via Amazon” menu item after successfully logging in. Here the Customer finally receives an overview of their order and can select a shipping address and a payment method. After checking their order, the Customer can complete the purchase by pressing the “Buy” button or return to the previous menu item by clicking the “Back” button. By clicking the “Buy” button, the Customer makes a binding offer to conclude a purchase contract for the items in the shopping cart.

4. The Seller confirms receipt of the order and the expected delivery date by sending an automatically generated email (order confirmation).
5. The Seller declares acceptance of the offer by sending a further email (order confirmation). The order confirmation is accompanied by the general terms and conditions, the cancellation policy, the sample cancellation form and the Seller’s privacy policy as PDF files. In addition, the text of the contract is temporarily stored by the Seller. Since this storage is only for a limited time, Customers are advised to print out the text of the contract or save it separately.
6. If the Customer does not receive an order confirmation within seven working days, they are no longer bound to their offer. In this case, the Seller shall immediately refund any services already rendered.

III. Prices, delivery and shipping costs

The prices quoted in the respective offers are final prices. They include all price components including statutory value added tax. Conversely, the delivery and shipping costs incurred are not included in the purchase price and must be paid additionally by the buyer. The delivery and shipping costs can be accessed via the “[Delivery and shipping costs](#)” page and are also shown separately during the ordering process.

In the case of a cross-border delivery, further taxes (e.g. in the case of a purchase within the EU) and/or duties (e.g. customs duties) may be incurred in individual cases, which the buyer must pay to the responsible customs or tax authorities out of their own pocket.

IV. Terms of payment

1. The buyer may settle their payment obligations via the following payment methods:
 - Prepayment by bank transfer
 - Cash on delivery, only for delivery within Germany (plus cash on delivery fee of €8.00)
 - Payment via PayPal
 - Payment via giropay
 - Payment via Paydirekt

- Payment via Amazon Pay
- Payment by financing, only for delivery within Germany
- We offer the following payment options in cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden. The payment is made to Klarna in each case:
 - Invoice: The payment period is [14] days from dispatch of the goods. The full billing terms for the countries where this payment method is available can be found here: Germany.
 - Instant bank transfer: Available in Germany and Austria. Your account will be debited immediately the order is placed.
 - Direct debit: The debit will be made after the goods have been dispatched. You will be notified of the timepoint by email.
 - Credit card (Visa/Mastercard): Available in Germany. The debit will be made after the goods have been dispatched.
 - A positive credit check is required for use of the payment methods invoice and direct debit. In this respect, we forward your data to Klarna for the purpose of address and creditworthiness checks as part of the purchase initiation process and handling of the purchase contract. Please understand that we can only offer you the payment methods that are permissible based on the results of the credit check. Further information and Klarna's terms of use can be found [here](#). You can find general information about Klarna [here](#). Your personal information will be treated by Klarna in accordance with applicable data protection laws and as set out in [Klarna's privacy policy](#).
- In cooperation with Stripe, % Legal Process, 510,Townsend St., San Francisco, CA 94103 (Stripe), we offer the following payment options:
 - Direct debit with authentication via Bancontact: Available in Belgium. The amount is debited when the order is placed.
 - Direct debit with authentication via EPS: Available in Austria. The amount is debited when the order is placed.
 - Direct Debit with iDEAL authentication: Available in the Netherlands. Debit will be made when the order is placed.
 - Credit card (Visa/Mastercard/American Express/China UnionPay): Available in France. The charge is made when the order is placed.
 - Digital Wallets (Apple Pay / Google Pay): The debit is made when the order is placed via the credit/debit card stored in the wallet.

- The use of the credit card and direct debit payment methods requires a positive credit check. In this respect, we forward your data to Stripe for the purpose of address and creditworthiness checks as part of the purchase initiation and processing of the purchase contract. Please understand that we can only offer you those payment methods that are permissible based on the results of the credit check. General information about Stripe can be found [here](#). Your personal data will be treated by Stripe in accordance with the applicable data protection regulations and as specified in [Stripe's privacy policy](#).
- The Seller reserves the right to exclude certain methods of payment in individual cases.

Further information about the terms of payment can be found under the "[Payment methods](#)" menu item.

2. Invoices issued by the seller are due for payment within ten days.

3. Voucher redemption

a. Gift vouchers

These terms and conditions apply to all gift vouchers

- i. Gift vouchers are redeemable for five years from the date of purchase of the voucher ("expiry date"). Remaining credits will be credited to your gift voucher account until the expiry date, after which they can no longer be used.
- ii. Gift vouchers can only be redeemed at www.csl-computer.com and are valid for the entire product range offered there. They are not redeemable on other CSL Computer GmbH websites.
- iii. Gift vouchers can only be redeemed via the regular order form in the online shop (shopping cart).
- iv. If the value of the gift voucher is not sufficient for your order, you can pay the difference with another payment method approved by us or by entering additional gift vouchers on the same page.
- v. Several gift vouchers may be combined within one order. Gift vouchers can also be combined with promotional vouchers, although they may not be combined with several promotional vouchers.

vi. General

- 1. The General Terms and Conditions and Privacy Policy of CSL Computer GmbH apply to the redemption of the gift voucher at www.csl-computer.com. These are available on the respective website.
- 2. Full payment details must be provided on the order form when a gift voucher is ordered. Subsequent additions to the information are not possible.
- 3. Gift voucher orders may only be cancelled if the gift voucher has not yet been redeemed.
- 4. CSL Computer GmbH may send information about the status of the redemption of the gift voucher to the purchaser of the gift vouchers .

vii. Restrictions

1. Gift vouchers cannot be redeemed for products that are not part of the range on www.csl-computer.com. Gift vouchers cannot be redeemed on websites other than those approved.
2. The credit amount of a gift voucher may not be applied retrospectively. The balance of a gift voucher neither earns interest nor will it be paid out in cash.
3. Gift vouchers or gift voucher balances cannot be paid out in cash, topped up, transferred for value or offset against outstanding debts. Resale of gift vouchers is also not permitted.
4. Gift vouchers cannot be redeemed for the purchase of gift vouchers.

viii. Liability and risk of loss

1. CSL Computer GmbH accepts no liability for spelling mistakes in the email address of the recipient of the voucher. Likewise, CSL Computer GmbH accepts no liability for the loss, theft, misuse or delayed transmission (e.g. due to technical difficulties) of gift vouchers.

ix. Fraud

1. In the event of fraud, attempted deception or suspected other illegal activity in connection with a gift voucher purchase or redemption, CSL Computer GmbH is entitled to close the relevant customer accounts and/or request an alternative method of payment. There is no entitlement for the gift vouchers in question to be activated or paid out.

b. Promotional vouchers

These terms and conditions apply to all promotional vouchers.

i. Redemption

1. The promotional vouchers are valid until the specified period and can only be redeemed once as part of an order process. Individual items may be excluded from the voucher promotion.
2. Promotional vouchers can only be redeemed on www.boostboxx.com and www.csl-computer.com for products that are eligible for purchase through promotional vouchers. They

are not redeemable on other CSL Computer GmbH websites.

3. The balance of a promotional voucher cannot be transferred to third parties.
4. The value of the goods must equal or exceed the minimum order value stated on the promotional voucher.
5. The balance of a promotional voucher neither earns interest nor will it be paid out in cash.
6. Multiple promotional vouchers cannot be combined with each other.
7. If the credit of a promotional voucher is not sufficient for the order, the difference can be made up with the payment methods offered.
8. The promotional voucher will not be refunded if goods are returned in whole or in part, provided that the promotional voucher was issued as part of a promotion and no consideration was provided in return.

ii. General

1. The general terms and conditions and data protection provisions of CSL Computer GmbH apply to the redemption of the promotional voucher at www.boostboxx.com or www.csl-computer.com. These are available on the respective website.

iii. Restrictions

1. The credit amount of a promotional voucher may not be applied retrospectively. The balance of a promotional voucher neither earns interest nor will it be paid out in cash.
2. Promotional vouchers cannot be paid out in cash, topped up, transferred for value, offset against outstanding debts or transferred to another customer account. Resale of promotional vouchers is also not permitted.
3. Promotional vouchers cannot be redeemed for the purchase of gift vouchers.

iv. Fraud

1. In the event of fraud, attempted deception or suspicion of other

illegal activities in connection with a promotional voucher redemption, CSL Computer GmbH is entitled to close the relevant customer accounts and/or require an alternative method of payment. There is no entitlement for the promotional vouchers in question to be activated or paid out.

V. Delivery and shipping conditions

1. Delivery is made within Germany and to the countries listed under the menu item [“Delivery and shipping costs”](#).
2. With the exception of cash on delivery, the goods will only be dispatched after the full purchase price has been received by the Seller together with the applicable shipping costs.
3. Unless otherwise stated in the item description, all items offered are ready for immediate dispatch. Delivery will be made within five working days at the latest. In the case of payment in advance, the delivery period begins on the day after the transfer order is issued to the transferring bank or on the day after the payment order is issued to the payment service provider commissioned to process the payment (PayPal, Amazon Pay, Paydirekt, giropay) and, in the case of successful financing, on the day after the financing application is submitted to the financing bank (BNP Paribas S.A., German branch [“Consors Finanz”]) and shall end on the fifth day thereafter. In the event of payment by cash on delivery, the period for delivery shall commence on the day after conclusion of the contract and shall also end on the fifth day thereafter. If the deadline falls on a Saturday, Sunday or public holiday at the place of delivery, the deadline shall end on the next working day.
4. If, contrary to expectations, an ordered product is not available despite the timely conclusion of an adequate covering transaction for reasons for which the Seller is not responsible, the Seller shall immediately inform the buyer of the unavailability and immediately refund any payments already made.

Please note: Customers are requested to check the goods immediately upon delivery for completeness, obvious defects and transport damage and to notify the Seller and the transport company (DHL or Deutsche Post) of any complaints as soon as possible.

Note: If the Customer is acting as a consumer within the meaning of section 13 German Civil Code (BGB), the inspection of the goods upon delivery and the immediate notification of any defects discovered in the process are not, however, a condition for the effective exercise of an existing right of cancellation or the assertion of warranty claims. This is without prejudice to statutory warranty claims for defects as well as the Customer's existing right of cancellation.

VI. Transfer of risk

1. If the Customer acts as a consumer within the meaning of section 13 BGB, the risk of accidental loss and accidental deterioration of the purchased goods shall pass to the Customer upon handover of the goods to the Customer, regardless of whether the shipment is insured or uninsured.
2. If the buyer acts as an entrepreneur within the meaning of section 14 BGB, the transport risk shall pass to the buyer as soon as the Seller has handed over the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

VII. Statutory right of cancellation for consumers

If the Customer acts as a consumer within the meaning of section 13 BGB, the Customer may exercise a statutory right of cancellation pursuant to section 355 BGB and cancel the purchase contract without stating reasons within a period of 14 days. The conditions of the cancellation and its exercise can be found in the Seller's revocation instructions. A copy of the cancellation policy and the model cancellation form can be viewed, downloaded and saved by the Customer under "[Right of cancellation](#)".

VIII. Warranty

1. The statutory warranty provisions shall apply unless otherwise stipulated below.
2. In the case of used goods, the warranty period is one year from delivery of the goods, and in the case of a sale to a consumer, only applies if the following conditions are also met:
 - the consumer was specifically informed of the reduction of the limitation period before making their contractual declaration, and
 - the reduction of the limitation period was expressly and separately agreed in the contract.
3. If a defect becomes apparent within the limitation period, the limitation period shall not start to run before the expiry of four months after the date on which the defect first became apparent. If the buyer is a consumer within the meaning of section 13 BGB and

has handed over the goods to the Seller or, at the Seller's instigation, to a third party for the purpose of subsequent performance or the fulfilment of claims under a guarantee, section 475 e (4) BGB shall apply with regard to the limitation period.

4. In the case of a consumer goods purchase contract for an item with digital elements, reference is made separately to section 474 e (1) and (2) BGB with regard to the limitation period.
5. If a guarantee is set out in the product description, the buyer's statutory warranty rights against the Seller shall remain unaffected.
6. The Seller's claims under a right of recourse pursuant to section 478 BGB shall be excluded from the shortening of the period of limitation and shall become statute-barred within two years of delivery of the goods.
7. If the buyer acts as an entrepreneur within the meaning of section 14 BGB, the following shall apply in derogation from para. 1:
 - a. The limitation period for newly manufactured goods and used goods is one year. Excluded from this are claims of the buyer due to injury to life, limb or health which is attributable to an intentional or negligent breach of duty by the Seller or an intentional or negligent breach of duty by one of its legal representatives or vicarious agents.
 - b. Warranty claims for defects may not be assigned.
 - c. Only the Seller's own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other advertising, public promotions and statements by the manufacturer.
 - d. In accordance with the provisions of section 377 German Commercial Code (HGB), the buyer is obliged to inspect the goods immediately after delivery and to notify the Seller of any existing defects immediately after their discovery.
 - e. In the event of defects, the Seller shall provide subsequent performance by repair or replacement at its discretion.

Please note: The buyer is requested, as far as possible, not to return the goods freight collect, but as an insured package to the Seller. The Seller will also gladly reimburse the postage costs in advance, insofar as it is required to bear the return costs. It is also requested that damage and contamination of the goods be avoided. If possible, the goods should be returned to the Seller in their original packaging with all accessories and all packaging components. If the buyer no longer possesses the original packaging, they should provide suitable packaging to avoid transport damage.

Note: However, compliance with the above shipping instructions is not a condition for the effective exercise of an existing right of cancellation or the assertion of warranty claims for defects. Statutory warranty claims for defects as well as an existing right of cancellation of the Customer remain unaffected by compliance with the shipping instructions.

IX. Retention of title

1. The delivered goods (goods subject to retention of title) shall remain the property of the Seller until the purchase price has been paid in full.
2. If the buyer acts as an entrepreneur, the following shall apply in addition:
 - a. The Seller shall retain title to the reserved goods until all claims arising from the current business relationship have been settled in full. A pledge or transfer of ownership by way of security of the same is not permitted prior to the transfer of ownership of the reserved goods.
 - b. The buyer may resell the reserved goods in the ordinary course of business as long as they are not in default of payment.
 - c. The buyer hereby assigns to the Seller all claims accruing to them from the resale of the reserved goods in the amount of the (respective) invoice amount still outstanding at the time of accrual. The Seller hereby accepts this assignment.
 - d. The buyer is authorised to collect this/these claim(s) for their account in their own name on behalf of the Seller. However, if they do not properly fulfil their payment obligations, the Seller reserves the right to collect the claim itself.
 - e. If the reserved goods are combined and mixed, the Seller shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.
 - f. The Seller undertakes to release the securities to which it is entitled at the buyer's request to the extent that the realisable value of the Seller's securities exceeds the claim to be secured by more than 20 percent. The Seller shall select the securities to be released.

X. Limitation of liability

1. The Seller shall be liable without limitation for damages arising from injury to life, limb or health. Furthermore, the liability for fraudulently concealed defects, from the assumption of a guarantee or a procurement risk and for claims under the German Product Liability Act shall not be contingent on any fault on the part of the Seller.
2. Without prejudice to the foregoing provision under para. 1., the Seller's liability for breaches of duty due to minor negligence shall be excluded unless material contractual obligations (i.e. contractual obligations the fulfilment of which is a prerequisite for the proper performance of the contract and/or the breach of which jeopardises the achievement of the purpose of the contract and on the fulfilment of which the Customer may regularly rely (known as cardinal obligations)) are affected. This applies accordingly to breaches of duty due to minor negligence by the Seller's legal representatives, vicarious agents and employees.
3. The Seller's liability for a breach of cardinal obligations due to minor negligence shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
4. The Seller's obligations under the provisions of GDPR shall remain unaffected by any limitations of liability.

5. In the event of a complaint, the buyer as the client must perform a data backup (external backup) before starting to process the complaint. The Seller shall not be liable for loss of data or damage to data caused by a hardware or software failure. Liability for loss of data caused by negligence on the part of the Seller shall be limited to the import of the data backup (external backup). It is the duty of the buyer to prepare such promptly and completely. If the buyer cannot provide a data backup (external backup), the Seller shall be released from any liability.

XI. Closing provisions

1. The buyer may only offset claims of the Seller if the buyer's counterclaim is undisputed or acknowledged or a ruling is pending or if there is a legally binding title; the buyer may only assert a right of retention insofar as it is based on claims from the same contractual relationship.
2. The contractual language is German.
3. This contract is governed exclusively by German law. If the buyer is acting as a consumer within the meaning of section 13 BGB at the time of conclusion of the contract and does not have their habitual residence in the territory of the Federal Republic of Germany, the mandatory provisions of the state in which the buyer has their habitual residence at the time of conclusion of the contract shall remain unaffected by the above choice of law.
4. If the buyer is not acting as a consumer within the meaning of section 13 BGB, the exclusive place of jurisdiction shall be the Seller's place of business (Hanover), whereby the latter reserves the right to also bring an action at the buyer's place of business.
5. If the buyer is acting as a consumer within the meaning of section 13 BGB and does not maintain a place of residence within the European Union, the exclusive place of jurisdiction shall also be the Seller's place of business (Hanover).

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Erweiterte Herstellerverantwortung (EPR) in Europa
Extended Producer Responsibility (EPR) in Europe
Responsabilité élargie du producteur (REP) en Europe

Deutschland / Germany / Allemagne

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