

Terms and Conditions POIbase Shop

Disclaimer: This is a translation from German for information purposes only. While we endeavour to provide as accurate a translation as possible, errors cannot be ruled out and only the original German version is legally binding.

1. General

(1) These Terms and Conditions apply to any transactions and other legal relationships between clients of the POIbase software and the provider pocketnavigation.de GmbH, represented by the managing directors Dipl. Inf. Markus Schwarzkopf and Dipl. Päd. Tobias Bischof, Auf den Hähnen 36, 56581 Ehscheid (hereinafter: provider) in Germany. Transactions under other conditions are not possible and customer terms and conditions are rejected. These Terms and Conditions are supplementary to the Terms of Use POI-Base PC App, which the user accepts when registering with POIbase, and which also apply to transactions and other legal procedures.

(2) The Terms and Conditions that are or were valid at the time of conclusion of the contract apply. These can be accessed at any time via the POIbase application and can be downloaded or printed free of charge.

2. Conclusion of Contract

On confirming an order (via an applicable button) the customer commits to purchasing the item/s service/s in question from the provider. The provider confirms receipt of the order per email immediately and in doing so conveys these Terms of Service, user information and the Terms of Use to the client in writing. This email declares the legally-binding acceptance of the order and the conclusion of the contract. Prior to this, the provider can reject an order, for instance if the required items are not or no longer in stock, or if the price has changed.

3. Prices and Terms of Payment

(1) The prices listed at the time an order was placed and which are displayed on the product page and in the checkout are applicable. All prices are gross prices that include VAT. The price is due upon receipt of the goods. Shipping and other additional costs are listed on our product information page and are displayed again during the order process.

(2) The purchase price is due upon receipt of the goods or service. The client is automatically in default if the sum has not been paid three weeks after the due date.

4. Delivery, transfer of risk, reservation of ownership

(1) Items are shipped to the address provided by the customer. Items that are in stock when the order is received are dispatched within 3 days. Information relating to delivery timeframes of items that are not in stock can be found in the online shop.

(2) Delivery of the goods is at the risk of the provider. The risk of accidental loss or deterioration of dispatched items is passed on to the customer upon receipt.

(3) The goods remain property of the provider until the purchase price has been paid in full.

(4) If an item cannot be delivered on time or at all despite prior proper stocking due to delayed or non delivery via our suppliers, the customer will be informed immediately. Customers are entitled to cancel their order or contract in the case of delayed delivery. If the goods cannot be delivered at all, both parties are entitled to cancel the contract and any payments already made will be reimbursed immediately.

(5) Rights to use downloaded content (e.g. POI Databases) are defined by the POIbase Terms of Use.

5. Customer Rights in the Case of Defects

(1) Any guarantees are as defined by law.

(2) Customer rights in regard to rectifying deficiencies, cancelling the contract or requesting a discount are as prescribed by law. Compensation claims in addition to, or supplementary to service are subject to the provisions in clause 7.

(3) To optimise functionality, POIbase may alter device or navigation software system settings or files (such as .ini files), which in turn may void the guarantee depending upon the manufacturer. The user is thus acting at their own risk.

6. Liability

(1) Irrespective of the following liability restrictions, the provider is always liable in cases of fraud, for damages to life, body or health, or claims under the Product Liability Act.

(2) The provider is not liable for slightly negligent violations of duty, provided these do not involve a breach of important contractual terms.

(3) Even if the provider is liable in cases of slight negligence, liability is limited to amounts typical for the contract and foreseeable damages.

(4) Where the provider is exempt from liability or liability is limited, the same applies to any legal representatives, employees and vicarious agents.

(5) The provider is not liable for the online shop being permanently available and/or the proper functionality of the online shop or the POIbase software and any associated technical services.

7. Compensation

A customer only has the right to compensation if their counterclaims have been legally verified or are undisputed.

8. Cancellation Policy for Digital Content

Right of Revocation

You have the right to cancel the contract without citing a reason within fourteen days effective from the date on which it was concluded. If you wish to cancel the contract, you are obliged to inform us unequivocally (for example via a letter, fax or email) at the following address:

pocketnavigation.de GmbH

Auf den Hähnen 36

56581 Ehlscheid

E-Mail: info@pocketnavigation.de

Tel.: +49 (0)2634 922271

You may use the template provided, but this is not a requirement.

The revocation is considered valid if it was verifiably dispatched before the deadline.

Consequences of Revocation

If you cancel the contract, we are obliged to reimburse any sums we have received, including shipping (but excluding any additional costs incurred by choosing a different delivery than the standard one offered) immediately and within fourteen days upon receipt of the cancellation. Reimbursements are made via the method chosen when placing the order unless we specifically come to another arrangement. Under no circumstances will you be charged any fees for reimbursement.

Revocation Template

If you wish to cancel the contract, please fill in this form and return it to us.

To: pocketnavigation.de GmbH, Auf den Hähnen 36, 56581 Ehlscheid,
info@pocketnavigation.de

I/we (*) herewith withdraw from the contract involving the purchase of the following item/s
(*)/service/s (*):

Ordered on (*)/received on (*)

Customer name

Customer signature (only for notices on paper)

Date

(*) delete as appropriate

9. Minimum Contract Period for Continual Obligations

Any recurring payments for POI-services, services and updates (of goods or services) in the form of fixed-term contracts are detailed in the product descriptions.

10. Final Clauses

(1) The laws of the Federal Republic of Germany are applicable with the exception of the UN Law on International Sales (CISG). Binding legislation in the customer's country of residence at the time of concluding the contract remains unaffected.

(2) If any of the stipulations in these Terms and Conditions are or become ineffective or impracticable, the remaining stipulations will be unaffected. The ineffective or impracticable stipulation is to be replaced by one that is commercially and legally as close to the intent of the original as possible. This also applies to potential contractual loopholes.

11. Information on Online Out-of-Court Dispute Resolution

The EU Commission provides a platform for online dispute resolution, accessible under the following link: <http://ec.europa.eu/consumers/odr>

This platform serves as an out-of-court conflict resolution center for disputes arising from online purchases of goods or services involving a customer.