

Conditions

Terms and Conditions and Customer Information

I. Terms and Conditions

§ 1 Basic Terms and Conditions

(1) The following terms and conditions apply to all contracts that you are concluding with us as a supplier (micron-dynamics) via the website www.micron-dynamics.de as well as via eBay (micron-dynamics) as well as via e-mail as well as via our online shop (mXion.de). Unless otherwise agreed, the inclusion of any terms and conditions of your own terms and conditions will be objected to.

(2) Consumers within the meaning of the following terms and conditions shall be any natural person who is a legal transaction for purposes which can be attributed to neither their commercial nor their independent professional activity. An entrepreneur is any natural person or legal entity or a legal partnership that, in the course of entering into a legal transaction, acts in the exercise of its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject of the contract is the sale of goods.

Our offers on the Internet are not binding and no binding offer to conclude a contract.

(2) You can place a binding purchase order (order) through the eBay Store or via e-mail as well as in our online shop (mXion.de). The goods intended for purchase are stored in the "shopping cart." You

can use the corresponding button in the navigation bar to open the "shopping cart" and make changes there at any time. After opening the "Cashier" page and entering the personal data as well as the terms of payment and shipping, all order details will be shown on the order summary page.

Before submitting the order, you have the opportunity to submit all details again check, change (also via the function "back" of the Internet browser) or cancel the purchase. By submitting the order via the button "order with payment" you make a binding offer from us. You will receive an automatic e-mail about the receipt of your order, which does not lead to the conclusion of the contract yet.

(3) Acceptance of the offer (and thus the conclusion of the contract) takes place within 2 days by confirmation in writing (eg e-mail), in which the execution of the order or delivery of the Goods are confirmed (order confirmation).

If you have not received a message, you are no longer bound to your order. Any services already provided will be reimbursed immediately in this case.

(4) The processing of the order and the transmission of all information required in connection with the conclusion of the contract shall take place by e-mail in part automated. You therefore have to ensure that the e-mail address you provide us with is correct, that the reception of the e-mails is technically ensured and, in particular, that the SPAM filter does not prevent this.

§ 3 Right of Retention, Retention of Title

(1) A right of retention may You are only exercising these as far as claims from the same contractual relationship are concerned.

(2) The goods remain our property until full payment of the

purchase price.

§ 4 Liability

(1) We are fully liable for damages resulting from injury to life, limb or health. Furthermore, we are liable without limitation in all cases of intent and gross negligence, fraudulent concealment of a defect, assumption of warranty for the nature of the object of purchase and in all other statutory cases.

(2) Liability for defects under the statutory warranty is governed by the corresponding provision in our customer information (Part II).

(3) If material contractual obligations are affected, our liability for slight negligence is limited to the contractually typical, foreseeable damage. Significant contractual obligations are essential obligations that arise from the nature of the contract and whose breach would jeopardize the achievement of the purpose of the contract and obligations that the contract imposes on us according to its content for the purpose of the contract, the fulfillment of which makes the proper execution of the contract possible and whose compliance you can regularly trust.

(4) In case of insignificant contractual obligations liability for slightly negligent breaches of duty is excluded.

(5) Data communication over the Internet can not be faultless and / or at any time according to the current state of the art be ensured available. We are not liable for the continuous or uninterrupted availability of the website and the services offered there.

§ 5 Choice of law

(1) German law applies. In the case of consumers, this choice of law

applies only insofar as it does not remove the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence (favorable principle).

(2) The The provisions of the UN Sales Convention explicitly do not apply.

II. Customer Information

1. Identity of the seller

micron-dynamics
Iserstr. 2B
14513 Teltow
Germany
Telephone: 015789 200 668
E- Mail: info@micron-dynamics.de

2. Information on the conclusion of the contract

The technical steps to conclude the contract, the contract itself and the correction options are made in accordance with § 2 of our General Terms and Conditions (Part I.).

3rd Contract language, contract text storage

3.1. Contract language is German or English.

3.2. The complete contract text will not be saved by us. Before submitting the order via the online shopping cart system, the contract data can be printed out or saved electronically using the browser's print function. Once the order has been received by us,

the order details, the information required by law for distance contracts and the General Terms and Conditions will be sent to you by e-mail.

4. Essential characteristics of the product or service

The essential characteristics of the product and / or service can be found in the respective offer.

5. Prices and Payment

5.1. The prices quoted in the respective offers as well as the shipping costs are total prices. They include all price components including all applicable taxes.

5.2. The shipping costs are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective offer, will be shown separately during the ordering process and must be borne by you in addition, unless the delivery is free of charge.

5.3. The payment methods available to you are shown under a corresponding button on our website or in the respective offer.

5.4. Unless otherwise stated in the individual payment methods, the payment claims from the contract are immediately due for payment.

6th Terms of Delivery

6.1. The terms of delivery, the delivery date and any existing delivery restrictions can be found under a corresponding button on our website or in the respective offer.

6.2. Insofar as you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the goods sold during shipment will only be transferred to you upon transfer of the goods, irrespective of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not designated by the entrepreneur or any other person designated to carry out the shipment.

7. Legal Liability Right

7.1. There are statutory warranty rights.

7.2. As a consumer, you are requested to check the goods immediately upon delivery for completeness, obvious defects and damage in transit and to notify us and the freight forwarder of complaints as soon as possible. Failure to do so will not affect your statutory warranty claims.

General Right of Withdrawal for contracts with micron-dynamics.de

Right of Withdrawal for Consumers

(Consumer is any natural person who enters into a legal transaction for purposes that can not be attributed to either your commercial or your independent professional activity.)

Right of Withdrawal

Right of Withdrawal

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

The period of revocation is fourteen days from the day you

– you or a third party named by you, other than the carrier, who has or has taken possession of the goods, provided that you have ordered one or more goods under a single order and these are or will be delivered in a uniform manner;

– where you or a third party named by you, who is not the carrier, owns the last goods if you have ordered several goods under a single order and these are delivered separately;

– on which you or a third party named by you, who is not the carrier, the last one If you have ordered a product that is delivered in several partial shipments or pieces,

In order to exercise your right of withdrawal, you must (**micron-dynamics, Marius Dege, Iserstr. 2B, 14513 Teltow, Fax number: 015789 200 668, E-mail: info@micron-dynamics.de**) by means of a clear statement (eg a letter or e-mail sent by post) informing you of your decision to cancel this contract. You can use the enclosed model withdrawal form, which is not mandatory.

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 withdrawal**

If you withdraw from this contract, we will send you all payments received from you, including delivery charges (excluding the additional costs) Costs resulting from choosing a different type of delivery than the best standard delivery offered by us), immediately and no later than fourteen days from the date on which the notice of cancellation of this contract is received , For this repayment, we will

use the same means of payment as you used in the original transaction, unless expressly agreed otherwise with you; In no case will you be charged for this repayment fees. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

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 return to us or to hand over. The deadline is met if you send the goods before the deadline of fourteen days.

You bear the immediate cost of returning the goods.

You must pay for any loss of value the goods are only payable if this loss of value is due to a handling that is not necessary for checking the nature, characteristics and functioning of the goods.

Exclusion grounds

The right of withdrawal does not apply to contracts

- for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is authoritative or which clearly refers to the personal Requirements of the consumer;
- for the delivery of goods which can spoil quickly or whose expiry date would be exceeded quickly;
- for the supply of alcoholic beverages whose price is ver which, however, can not be delivered until at least 30 days after conclusion of the contract and whose current value depends on fluctuations in the market over which the entrepreneur has no influence;
- for the delivery of newspapers, magazines or magazines with the

exception of subscription Contracts.

The right of withdrawal expires prematurely for contracts

- for the delivery of sealed goods that are not suitable for return for reasons of health or hygiene, if their sealing after delivery
- to deliver goods that have been inseparably mixed with other goods due to their nature after delivery;
- for the delivery of sound or video recordings or computer software sealed package if the seal was removed after delivery.

Sample Withdrawal Form

(If you want to cancel the contract, please fill out this form and send it to)

– An micron-dynamics, Iserstr. 2B, 14513 Teltow, email address :
info@micron-dynamics.de:

– Hereby I / we (*) cancel the contract concluded by me / us (*) for the purchase of the following goods (*) Provide the following service (*)

– Ordered on (*) / received on (*)

– Name of consumer (s)

– Address of the consumer (s)

– Signature of the consumer (s) (only for paper-based communication, preferred e-mail!)

– Date

(*) Delete what is wrong.