

General Terms and Conditions



JD Europe Components GmbH
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Commercial register no.: HRB 6515
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As of: September 2020

1. Scope

1.1 The following General Terms and Conditions (GTC) shall apply exclusively to the business relationship between JD Europe Components GmbH (hereinafter referred to as "JD Europe") and the Customer (hereinafter referred to as "Customer"). JD Europe does not recognize any terms and conditions of the Customer that conflict with or deviate from these GTC, unless JD Europe has expressly agreed to their validity. These GTC shall also apply even if JD Europe makes delivery to the Customer without reservation in the knowledge of conflicting GTC.

1.2 An entrepreneur within the meaning of these GTC is any natural person or legal entity or partnership with legal capacity who, upon conclusion of a legal transaction, acts in the exercise of his/her/its commercial or independent professional activity. Insofar as these GTC refer to entrepreneurs, the provision also applies to public-law legal entities and public-law special funds.

1.3 A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that predominantly belong to neither commercial nor independent professional activity.

2. Offer

2.1 Offers and prices are subject to change, sale of goods to others is reserved.

2.2 All prices are quoted in EURO without value added tax ex JD Europe warehouse including packaging, unless otherwise communicated or listed separately in the quote (KV). Shipping and insurance costs are calculated separately. The calculation is based on a shipping flat rate, depending on the size and content of the package. For deliveries to other EU countries, adjusted flat rates apply. Deliveries abroad are requested individually and the costs are passed on to the Customer.

2.3 Texts and illustrations in any form, such as in catalogues, the online shop or in e-mails, are only approximate and we expressly reserve the right to make changes in design and construction, as well as errors including misprints. The buyer bears the risk of transmission errors in the offer or order placement.

2.4 We reserve the right to deliver articles which have the same use and comparable specifications, if the article ordered is not available from stock.

3. Orders, services and conclusion of contract

3.1 The Customer has two options to conclude a binding sales contract:

3.1.1 The Customer can request an offer from JD Europe by telephone or in writing. The Customer will then receive a binding offer with all relevant information for contract conclusion by e-mail, which must be confirmed by Customer by e-mail in order to conclude a respective contract.

3.1.2 The Customer can also place a binding order by using the JD Europe online store at www.jd-europe.de. JD Europe may accept the Customer's offer in the order by sending an order confirmation to the Customer by e-mail.

3.2 The contractual partner of the Customer is:

JD Europe Components GmbH

Managing Director: Ms. Pi-Yu Lin

Authorised signatory: Alexander Klinger

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61231 Bad Nauheim

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3.3 The presentation of the goods in the online shop does not represent a legally binding contract offer from JD Europe, but is only a non-binding invitation to the Customer to order goods.

3.4 When ordering via the online shop, the ordering process follows the following steps:

- Logging in to the dealer area (e-mail / dealer number and password)
- Selecting the desired brand (TranzX, Citybug, etc.)
- Opening the online shop
- Selecting the desired goods and quantity
- Checking the selection in the shopping cart
- Confirming the desired goods by clicking the "Order" button
- Selecting the desired payment method
- Checking the selected goods, as well as address and other data again
- Binding dispatch of the order by clicking the "Buy now" button

The Customer can cancel the order process at any time by pressing the back button of the Internet browser or by closing the Internet browser. Only when "Buy now" has been clicked does the order become binding. We confirm the receipt of the order immediately with an automatically generated e-mail ("order confirmation"). With this, JD Europe accepts the client's offer.

3.5 The text of the contract is stored with JD Europe. The order data is sent to the contract customer by e-mail. The GTC can be viewed online at any time at www.jd-europe.de.

3.6 In the customer area of JD Europe's website, after login, all current and past orders can be viewed at any time under My Account – My Orders.

3.7 Services, such as a remote desktop connection from JD Europe to a Customer and repairs performed at JD Europe for the Customer are subject to a charge, unless the repairs or other services are necessary to remedy a defect in accordance with applicable warranty law. In the case of a remote desktop connection, the Customer is informed in advance of the current costs incurred and agrees to these in writing or by starting the service. In the case of repairs, a quote is drawn up after a detailed diagnosis, which also lists the repair costs. If the

Customer rejects the quote, an administration fee (corresponding to the scope) will still be charged for the inspection.

The duration of the repair will be communicated to the Customer by an employee before the item to be repaired is delivered to JD Europe. The duration of the repair varies on a case by case basis and is estimated differently depending on the amount of work and the time (seasonal business) of the repair. Any repair times communicated are not binding.

4. Terms of payment and invoice

4.1 The Customer has the option of paying by direct debit, PayPal, advance payment, credit card or on account. JD Europe reserves the right to insist on advance payment or partial payment for new customers or bulk orders. Should the contract become null and void, JD Europe will reimburse the payments made in advance.

4.2 If advance payment has been selected as the method of payment or as required by JD Europe in Section 4.1 and accepted by the Customer, the Customer undertakes to make payment immediately after conclusion of the contract.

4.3 If purchase on account was chosen, the invoice amount is to be paid to the account stated on the invoice within 10 days of the invoice date, unless otherwise agreed.

4.4 The invoice is sent exclusively by e-mail.

4.5 Payments to third parties (e.g. delivery services, employees, drivers or representatives) only have a debt-discharging effect if they can present a valid power of attorney to collect.

4.6 In case of default, suspension of payment or bankruptcy of the Customer, the total claim is due immediately. The Customer is in default if the payment deadline given is exceeded. The Customer will receive a reminder from JD Europe as soon as he/she/it is in default. JD Europe reserves the right to charge a reminder fee of up to €10.00 per reminder level. After the third reminder has expired, JD Europe will transfer the outstanding debt to a collection agency. The additional costs incurred as a result shall be charged to the Customer in default.

5. Delivery and delivery times

5.1 Unless otherwise communicated or clearly stated in the product description, all items offered by JD Europe are ready for immediate shipment. Shipment will take place within 5 working (Monday - Friday) days after sending the Order Confirmation at the latest. In the case of advance payment, the delivery period begins the day after receipt of payment. Delivery periods are not binding.

5.2 In the event of force majeure and other unforeseeable and unavoidable damaging events for which JD Europe is not responsible (in particular, operational disruptions, transport delays, lawful lockouts, power failures, labour disputes, unrest, difficulties in obtaining materials or energy, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, government action or failure to receive, incorrect or untimely delivery from suppliers, pandemic or epidemic), the delivery period shall be extended appropriately for the duration of the disruption.

6. Transfer of risk

6.1 The risk of accidental loss and accidental deterioration during transport shall only be borne by JD Europe if the Customer is a consumer.

6.2 In the case of orders from entrepreneurs, the risk of accidental loss and accidental deterioration of the goods during transport shall pass to the Customer as soon as the goods are delivered to the person or institution designated to carry out the shipment. The provisions of Section 447 of the German Civil Code (BGB) (sales shipment) shall also apply to orders from entrepreneurs if the shipment is made by means of transport provided by JD Europe or from a location other than the place of performance or if JD Europe bears the freight costs.

7. Retention of title

7.1 The delivered goods remain the property of JD Europe until full payment of the purchase price including shipping costs and any cash on delivery charges. Until all of JD Europe's claims against the Customer have been fulfilled, the pledging or security transfer of the goods in question is prohibited. Until then, the pledging or assignment of claims is also prohibited without the express consent of JD Europe. The Customer is obligated to notify JD Europe immediately of third parties seizing the goods delivered under retention of title by sending an affidavit and a seizure report on the identity of the seized item with the goods in question.

7.2 In the event of culpable violation of important contractual obligations by the Customer, in particular in the event of default, JD Europe is entitled, if the conditions for withdrawal from the contract are met, to take back the goods and, if necessary, to enter the Customer's premises for this purpose. JD Europe taking back the goods in question constitutes a withdrawal from the contract.

7.3 The Customer is only entitled to resell and use the goods in question in the normal and proper course of business. The Customer is obligated to protect the rights of JD Europe against the third-party buyer in every necessary way. If affected goods are sold by the Customer, the Customer hereby assigns to JD Europe the claims arising from the resale in the amount of the value of the affected goods, all ancillary rights and priority over the rest. The claims assigned by the Customer to JD Europe also refer to the acknowledged balance as well as, in the event of insolvency of the third party, to the then existing causal balance. The Customer is revocably entitled to collect the claims. This does not affect JD Europe's authority to collect the claims itself. If JD Europe decides to collect the claims itself, the Customer must inform the third-party debtors of the assignment, request them to make payments only to JD Europe, refrain from any collection action and provide JD Europe with a list of the resold affected goods.

8. Warranty

8.1 The sales guarantee for Customers is 2 years from delivery of the goods. If a defect is recognizable in the delivered goods, this must be reported to JD Europe by telephone or in writing immediately after delivery. If the JD Europe Service Team is requested to take a photograph to clarify the situation, this should be sent immediately to service@jd-eur.com. JD Europe will then decide whether a replacement delivery of defect-free goods or a removal of defects will be carried out.

8.2 It is assumed that the installation of parts or components is carried out by a trained specialist with the necessary skill, care and expertise. Should a defect occur despite professional installation, this must also be reported to JD Europe immediately after detection.

8.3 If the Customer carries out repairs to the defective goods on his/her/its own authority, opens or modifies them, JD Europe is released from the warranty obligation for any resulting defects.

9. Liability

9.1 Claims of the Customer for damages are excluded. Excluded from this are claims for damages by the Customer arising from injury to life, limb, health or from the violation of material contractual obligations (cardinal obligations) as well as liability for other damage based on an intentional or grossly negligent breach of duty by JD Europe, its legal representatives or proxies. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.

9.2 In the event of a breach of material contractual obligations, JD Europe shall only be liable for foreseeable damages typical for the contract if such damages were caused by simple negligence, unless the Customer's claims for damages are based on injury to life, limb or health.

9.3 The limitations in paragraphs 1 and 2 also apply in favour of JD Europe's legal representatives and proxies if claims are made directly against them.

9.4 The limitations of liability resulting from paragraphs 1 and 2 do not apply if JD Europe has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies if JD Europe and the Customer have reached an agreement on the quality of the item. The regulations of the German Product Liability Act remain unaffected.

10. Right of revocation

10.1 Consumers are entitled to a right of revocation, with a consumer being any natural person who enters into a legal transaction for purposes that predominantly belong to neither commercial nor independent professional activity.

10.2 Right of withdrawal for consumers

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took or has taken possession of the final goods. In order to exercise your right of revocation, you must inform us

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by means of a clear statement (e.g. a mailed letter, fax or e-mail, telephone call) of your decision to revoke this contract. You can use the attached sample revocation form, which is not mandatory. In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choice of

a different method of delivery to the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this contract. We will only use bank transfers for this refund, unless expressly agreed otherwise with you; in no case will you be charged for this refund. We may refuse to refund until we have received the goods back or until you have provided proof that you have sent the goods back, whichever is earlier. You must send back or hand over the goods, without delay and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract, to

JD Europe Components GmbH
Salinenstr. 52
61231 Bad Nauheim

The deadline is met if you send the goods before the end of the fourteen-day period.

You bear the direct costs of returning the goods.

You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for the purpose of checking their quality, properties and functioning.

The right of withdrawal in distance selling does not exist:

In the case of delivery of goods which are not prefabricated and whose production is based on an individual selection or determination by the consumer or which are clearly tailored to the personal needs of the consumer.

Sample revocation form

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

To:

JD Europe Components GmbH
Salinenstr. 52
61231 Bad Nauheim
Fax: +49 (0) 6032 / 92671 59
E-mail: service@jd-eur.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*):

Ordered on (*)/received on (*)/order number (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only for paper communication):

Date:

(*) Delete as appropriate

The revocation can also be declared by telephone:

Telephone: +49 (0) 6032 / 92671 30

10.3 No right of revocation for entrepreneurs

Goods sold to entrepreneurs shall not be taken back. In exceptional cases, return shipments may be accepted after consultation with the JD Europe service team and a written agreement. The prerequisite for this is that the goods are in their original condition and unused (no scratches, installation marks, etc.), or if the goods have an outer packaging, the goods are still sealed and the original packaging is undamaged. The goods are returned at the expense and risk of the buyer. For returns, JD Europe reserves the right to charge a handling fee of 10% of the invoice amount. If the goods were purchased more than 2 months ago, a processing fee of up to 20% may be charged. The processing fee will be offset directly against the credit note. A credit note will only be issued when the goods have been inspected as "OK" upon arrival at JD Europe's premises. Should the inspection reveal that the goods have already been used or cannot be sold due to damage, the goods will be returned at the expense of the entrepreneur and an invoice will be issued for the work involved. Goods that were procured or adapted on special request are generally excluded from the right of revocation for entrepreneurs.

11. Data verification, data protection

11.1 The personal data provided by you to JD Europe within the scope of the business relationship with JD Europe will be stored and processed by JD Europe in compliance with the data protection laws, in particular the German Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR). The data will solely be processed in order to fulfil the contractual relationship with the Customer (Art. 6(1) b) GDPR) or in order to comply with statutory legal requirements such as mandatory retention obligations under tax or commercial laws (Art. 6(1) c) GDPR). Data will not be passed on to third parties without Customer's prior express consent unless this is necessary for the fulfilment of the contract or unless required by statutory legal provisions such as authority or court requests.

11.2 Insofar as the Customer transmits the data of third parties to JD Europe, the Customer affirms that he/she/it has obtained consent from the third party (unless another statutory justification applies which has to be assessed by Customer) and indemnifies JD Europe from any claims, costs or damages incurred by JD Europe in this regard.

11.3 The Customer or any other data subject has the following statutory rights under applicable privacy legislation:

- Article 7 (3) – Right to revoke consent at any time without costs under data protection law
- Article 15 – Data subject's right of access, confirmation and the right to receive a copy of the personal data
- Article 16 – Right of rectification of incorrect data
- Article 17 – Right to erasure ("right to be forgotten")
- Article 18 – Right to restriction of processing
- Article 20 – Right to data transferability
- Article 21 – Right of objection
- Article 22 – Right not to be subject to a decision based solely on automated processing, including profiling
- Article 77 – Right of appeal to a supervisory authority

11.4 In order to exercise these rights, the Customer or the affected data subject is requested to contact JD Europe by e-mail or, in the event of a complaint, to contact a competent regulatory authority.

11.5 JD Europe affirms that it has taken appropriate technical and organizational measures to ensure the security of personal data and to reduce the risk for the data subjects.

12. Applicable law and place of jurisdiction

12.1 Contracts between the parties shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular those of the state in which the Customer as a consumer has his/her habitual residence, remain unaffected.

12.2 If the Customer is a merchant, a public-law legal entity or a public-law special fund, the place of jurisdiction for all disputes arising from contractual relationships between the parties is the domicile of JD Europe in Bad Nauheim.

13. Customer service

JD Europe's customer service is available under normal circumstances for orders, questions, claims and complaints on weekdays from 8:00 am to 5:00 pm at

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Fax: +49 (0) 6032 / 92671 59

E-mail: service@jd-eur.com

Should unforeseen events lead to temporarily different opening hours, this will be announced on the JD Europe homepage or on the answering machine.

14. Dispute settlement

(1) The EU out-of-court online dispute resolution platform is available at the following Internet address:

<https://ec.europa.eu/consumers/odr/>

(2) JD Europe is neither willing nor obliged to participate in dispute resolution proceedings before a consumer dispute resolution agency.