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1. Scope

The following Terms and Conditions (Terms) apply to all orders placed via our online shop.

These Terms also apply to businesses for future commercial relations without the need for any formal expression thereof. Unless expressly approved by us to the contrary, we cannot accept the contractual validity of any conflicting or complementary general terms and conditions used by any business.

2. Contractual partner, formation of contract, options for corrections

The contract is concluded with MacConsult.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the products contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

3. Contract language, saving of the contract text

The language(s) available for concluding the contract: German, English, French

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. You may also view the text of the contract in our customer login area.

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4. Delivery conditions

Delivery costs
Delivery costs may apply to the product prices displayed. Further information on delivery costs, if applicable, are explained within individual product offers.

Delivery options

We ship the products to the delivery address specified in the order process.

You are entitled to collect your order from MacConsult, Tumblingerstr. 48, 80337 MÃ¼nchen, Deutschland during the following hours of business: Mo-Fr 09:00 - 18:00 Uhr

5. Payment

The following payment methods are basically available in our online shop.

Advance payment
If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

PayPal, PayPal Express
In order to pay the invoice amount via the payment service provider PayPal (Europe) S.Ã r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal after placing the order. You will receive further instructions during the ordering process.

PayPal may offer registered PayPal customers further payment modalities in the customer account selected according to its own criteria. However, we have no influence on the offering of these modalities; further individually offered payment modalities affect your legal relationship with PayPal. You can find more information on this in your PayPal account.

PayPal
In cooperation with the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), we offer you the following payment options as PayPal services. Unless otherwise specified below, payment via PayPal does not require registration with PayPal. You will find further information within the respective payment option and in the ordering process.

PayPal, PayPal Express
In order to be able to pay the invoice amount via the PayPal payment option, you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal immediately after placing the order.

PayPal may offer registered PayPal customers further payment modalities in the customer account selected according to its own criteria. However, we have no influence on the offering of these modalities; further individually offered payment modalities affect your legal relationship with PayPal. You can find more information on this in your PayPal account.

Credit card via PayPal
Your card will be charged by PayPal after the goods have been sent out.

Direct debit via PayPal
Precondition for payment by direct debit via PayPal is an address and credit check, the payment is made directly to PayPal. By confirming the payment instruction, you grant PayPal a direct debit mandate. You will be informed by PayPal about the

date your account is charged (so-called prenotification). The account will be charged before the goods are sent out.

Invoice payment via PayPal
Precondition for the invoice payment via PayPal is an address and credit check, the payment is made directly to PayPal.

Invoice payment via PayPal and Ratepay
Precondition for the invoice payment via PayPal is an address and credit check, the payment is made directly to Ratepay GmbH, FranklinstraÃŸe 28-29, 10587 Berlin (â€žRatepayâ€œ).

Google Pay
In order to pay the invoice amount via the payment service provider Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland ("Google"), you have to be registered with the service provider Google, must have activated the Google Pay function, identify yourself with your access data and confirm the payment order. The payment transaction will be carried out directly after submission of your order. Further information can be found during the ordering process.

Apple Pay
In order to pay the invoice amount via the payment service provider Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA ("Apple"), you must use the "Safari" browser, be registered with Apple, have activated the Apple Pay function, legitimise yourself with your access data and confirm the payment instruction. The payment transaction is processed immediately after placing the order. You will receive further information in the ordering process.

Amazon Pay
In order to pay the invoice amount via the payment service provider Amazon Payments Europe S.C.A. 38 avenue J.F. Kennedy, L-1855 Luxembourg ("Amazon"), you must be registered with Amazon, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed within one banking day after the order is placed. A banking day is any working day except Saturdays, national public holidays and 24th and 31st December each year. You will receive further information in the ordering process.

Invoice
The invoice amount is due 7 days upon receipt of the invoice and the goods by bank transfer to our bank account. We reserve the right to allow payment by invoice only after we verify your credit rating.

Cash payment on collection
You may pay the invoice amount in cash on collection.

6. Right to cancel

Consumers are entitled to the statutory right to cancel, as described in the instructions on the right to cancel. Businesses are not granted any voluntary right to cancel.

7. Retention of title

The products shall remain our property until full payment is made.
For businesses, the following applies additionally: We reserve ownership of the products until complete settlement of all claims arising from a current business relationship. You may resell reserved goods in ordinary business operations; you shall assign any claims arising from this resale â€“ irrespective of connecting or mixing of the reserved goods with a new item - in the amount of the invoice amount to us in advance, and we accept this assignment. You remain authorised to collect the claims; however, we may likewise collect the claims ourselves, should you fail to fulfil your payment obligations. We shall release the securities to which we are entitled at your request to the extent that the realisable value of the securities exceeds the value of the open claims by more than 10%.

8. Damage during delivery

Conditions

For consumer the following applies: If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

Applicable to businesses: The risks of accidental loss or deterioration of the goods will transfer to you once we have submitted the item to the haulier, carrier or other contractor for forwarding to the defined person or establishment.

9. Warranty and guarantees

Liability for defects

We are under a legal duty to supply products that are in conformity with this contract.

Unless expressly agreed otherwise below, the statutory guarantee provisions (liability for defects) shall apply. With respect to consumers, the staturory guarantee provisions of the country of their respective habitual residence shall apply.

The following limitations and reductions of time periods with respect to businesses/merchants shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health
- in case of intentional or grossly negligent breach of duty as well as fraudulent intent
- in the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the scope of a voluntary guarantee, if agreed, or
- within the scope of application of the Product Liability Act (Produkthaftungsgesetz).

Restrictions in relation to businesses

In relation to businesses, only our own specifications and the manufacturer's product descriptions included in the contract shall be deemed to be an agreement on the quality of the goods; we shall not accept any liability for public statements made by the manufacturer or other advertising statements. For businesses, the limitation period for claims for defects in newly manufactured goods is one year from the transfer of risk. The previous sentence does not apply to an item that has been used for a building in accordance with its customary use and has caused the building to be defective. The sale of used goods is subject to the exclusion of any warranty. The statutory limitation periods for the right of recourse according to Â§ 445a BGB (German Civil Code) remain unaffected.

Note to merchants ("Kaufleute" in accordance with HGB - German Commercial Code)

Among merchants ("Kaufleute"), the obligation to examine and give notice of defects regulated in Â§ 377 HGB (German Commercial Code) shall apply. If you fail to give notice as regulated therein, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection. This does not apply if we have fraudulently concealed a defect.

Complaints and return of goods

Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address provided for this purpose. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

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Notes to consumers

When purchasing goods, the warranty period is **at least two years.** For goods sold to consumers with their habitual residence in Spain, this statutory warranty is extended to three years. Please also refer to the **harmonized notice pursuant to Implementing Regulation (EU) 2025/1960 regarding warranty rights for goods (so called "guarentee-label").**

Guarantees and customer service

Information on any additional voluntary guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop, if applicable.

Customer service: Our customer service is available for queries, complaints and claims on working days from 9 a.m. to 6 p.m. via phone at 49-89-54403287 as well as via email at info@macconsult.de.

10. Liability

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents
• for injury to life, limb or health
• for deliberate or grossly negligent breach of duty
• for guarantee commitments, where agreed
• towards consumer.
Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

11. Code of conduct

We have submitted to the following codes of conduct:

Trusted Shops (https://business.trustedshops.com/quality-criteria-eu-en)

12. Agreement on the use of Trusted Shops Buyer Protection

You can insure orders placed with us up to an order value of 2500 EUR free of charge via the buyer protection of Trusted Shops SE. The Trusted Shops buyer protection conditions apply, which you can find here. The buyer protection is concluded by clicking on the correspondingly designated button of the so-called Trustcard, which appears as a pop-up on the order thank-you page after an order has been placed. If you are already registered for buyer protection, your order will be automatically protected (automatic buyer protection) without you having to click on the button. In order to be able to offer you (automatic) buyer protection, the Trustcard must access order data stored in the cache of your browser. For this purpose, a hash value of your e-mail address as well as the order number and order total are transmitted to Trusted Shops. If you are already registered for buyer protection, your order is automatically protected. If you are not yet registered for buyer protection, you can register via the Trustcard as described above. Information on data protection at Trusted Shops is attached to the Buyer Protection Terms and Conditions linked above.

13. Dispute resolution

In order to settle disputes arising from a contractual relationship with a consumer or from whether such a contractual relationship exists at all, we are willing to participate in dispute settlement proceedings before a consumer dispute resolution body.
Universalschlichtungsstelle des Bundes am Zentrum fÃ¼r Schlichtung e.V. is responsible for providing you with information and referring you to the appropriate entity for alternative dispute resolution.

Conditions

Universalschlichtungsstelle des Bundes am Zentrum fÃ¼r Schlichtung e.V.
StraÃŸburger StraÃŸe 8
77694 Kehl am Rhein
Germany
mail@universalschlichtungsstelle.de

14. Final provisions

If you are a business, German law applies, to the exclusion of the UN Sales Convention.

If you are a "Kaufmann" within the meaning of the German Commercial Code (HGB), public-law legal entity or special public-law fund, the exclusive legal jurisdiction for all disputes from contractual relationships between us and you is our registered office.