

## **General Terms and Conditions**

### **§ 1 General**

1. The operator of this online store and contractual partner of the Customer is the company TwoSight GmbH, Schindmaaser Weg 17, 08371 Glauchau, (hereinafter referred to as TwoSight).
2. These General Terms and Conditions shall be the basis for all orders concluded via this online store. Deviating terms and conditions of the customer or third parties do not apply, even if TwoSight does not expressly object to their validity in individual cases. Even if TwoSight refers to a letter that contains or refers to the terms and conditions of the customer or a third party, this does not constitute consent to the validity of those terms and conditions.

### **§ 2 Services of TwoSight**

1. The offers of TwoSight include lens inserts for VR/AR headsets. The VR/AR headsets shown for illustration purposes are not part of the offer.
2. The scope of the service owed by TwoSight arises from the information on the TwoSight website, in particular the overview page before the order is concluded, the order confirmation and any agreed changes and additions to the contract.
3. The confirmed order can only be changed by concluding an amendment contract. A change request from the customer is an offer to TwoSight to conclude an amendment contract. TwoSight is not obliged to accept the customer's offer.

### **§ 3 Conclusion of Contract**

1. The range of services presented on our websites does not constitute a binding offer on our part, but serves as an invitation to submit a binding offer by the customer.
2. The following applies to the purchase of goods:
  - a. The customer can select goods from the range of our online store and collect them in a virtual shopping cart via a button labeled "Buy". At any time, the customer can view the contents of the shopping cart by pressing the "Shopping Cart" button and change them using the

functions provided for editing, removing or adding goods.

- b. By pressing the button "Checkout" the customer has the possibility to enter or select their billing address and, where necessary, their delivery address and the method of payment.
  - c. The data of the order can be viewed on an overview page and adjusted by using the function to make changes or by using the selection options provided.
  - d. By clicking the button "Pay [amount]" the customer makes a binding offer to purchase the goods in the shopping cart.
  - e. We will immediately confirm receipt to the customer by means of an automatic confirmation of receipt by e-mail, in which the customer's order is listed again.
  - f. We accept the customer's offer by sending this confirmation of receipt. Insofar as we request the customer to pay the purchase price after the customer has placed the order and the customer has not yet received the confirmation of receipt at this point in time, we implicitly accept the customer's offer by this request for payment.
3. The contract language shall be German or English, depending on the selected language version of the web store.
  4. The text of the contract is stored by us and is not accessible to the customer after sending their order.

#### **§ 4 Time of performance and delay**

1. Service times are calculated exclusively on weekdays (Monday to Friday). The delivery period begins in accordance with a specified relevant latest arrival time for the respective working day, otherwise at the end of the working day of the order.

#### **§ 5 Delivery and transfer of risk**

1. If the customer is a consumer, the risk of accidental loss or accidental deterioration is only transferred to the customer when the item is handed over to the customer or if the customer is in default with the acceptance. This does not apply if the customer is an entrepreneur. The handover shall be deemed equivalent if the Customer is in default of acceptance.
2. If TwoSight delivers to countries outside the European Union, further costs may arise in individual cases which are to be borne by the Customer. These include, for example, costs of monetary transactions (e.g. transfer fees, costs for foreign currencies) or import duties or taxes (e.g. customs duties and

import sales tax).

3. The customer has to undertake all necessary cooperative actions in order to guarantee delivery of the delivered products. In particular, the customer must collect the delivery from the depository in due time in the event of a failed delivery at home. If the customer refuses to cooperate, the customer is in default of acceptance and is liable to TwoSight for any resulting damage.
4. In the case of returns, the customer is obliged to address and declare the shipment exactly in accordance with TwoSight's specifications. If the declaration is incorrect, the customer is liable to TwoSight for any resulting damage.
5. When delivering to countries with a prescription requirement [e. g. some states of the USA] the customer is obliged to provide – if requested - their valid prescription to the customs authorities in due time. If the delivery fails because the customer fails to cooperate, the customer is liable to TwoSight for any resulting damage. The same applies if delivery fails because the customer does not have a valid prescription that matches the value the customer ordered.

## **§ 6 Set-off, retention and assignment**

1. The customer is only entitled to offset and withhold claims that are not reciprocal if the counterclaims have been legally established, are ready for decision or are undisputed.

## **§ 7 Warranty**

1. The images on the vroptician.com website may differ from the actual articles due to different browser displays, limited color reproductions on the Internet, customary trade fluctuations and technical reasons.
2. If the customer is a consumer, the statutory right to liability for defects applies. Warranty claims by other customers due to obvious material defects in the delivered goods are excluded if the customer does not notify TwoSight of these within 14 days of receipt of the goods. Timely dispatch of the notification is sufficient to meet the deadline. The notification of defects can be made in writing, by e-mail or by telephone.
3. Claims for defects do not exist in the case of only insignificant deviations from the agreed quality and only insignificant impairment of usability. Axis deviations of up to 10° and diopter deviations of  $\pm 0.25$  dpt correspond to the manufacturing-related tolerances and cannot be complained about as defects.
4. In any case, the customer is responsible for the correctness of the values

transmitted or entered by him for manufacturing the inserts (lenses). The inserts are manufactured according to customer requirements. The customer can therefore not assert circumstances that are based on incorrect or incorrectly entered values as a defect.

5. Damage to the VR/AR headsets caused by incorrect installation of the inserts by the customer can in no case be asserted as a defect.
6. If the customer is a merchant, their obligation to immediately examine and complain according to §§ 377 and 381 Paragraph 2 HGB remains unaffected.

## **§ 8 Liability**

1. TwoSight pays damages or reimbursement of wasted expenses, regardless of the legal reason (e.g. from legal and similar contractual obligations, breach of duty and tort), only to the following extent:
  - a. Liability in the event of gross negligence, wilful misconduct, malice and warranty is unlimited.
  - b. The liability for simple negligence is excluded towards entrepreneurs and corporations under public law. However, in the event of a breach of an essential contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and which the contractual partner may regularly rely on compliance (so-called cardinal obligation), TwoSight shall be liable in the amount of the typically foreseeable damage at the time the contract was concluded. TwoSight has unlimited liability towards consumers.
  - c. If TwoSight is in default with its performance, TwoSight has unlimited liability for this performance, unless the damage would also have occurred had it been performed on time.
2. As far as the liability of TwoSight is excluded or limited, this also applies to the personal liability of the employees, representatives and vicarious agents of TwoSight.
3. For damages from culpable injury to life, limb or health and for claims under the Product Liability Act, the statutory provisions apply.

## **§ 9 Statute of Limitations**

1. If the customer is a consumer, the statute of limitations for their claims is based on the law. If the customer is an entrepreneur or a corporation under public law, the limitation period for their claims is based on the following paragraphs.
2. The limitation period is

- a. for claims for repayment of the remuneration from withdrawal or reduction, one year, but not less than three months from the submission of the effective declaration of withdrawal or reduction;
  - b. for claims arising from material defects (with the exception of claims for damages, including those due to a breach of the obligation to supplementary performance), one year;
  - c. two years for claims based on defects of title, if the defect in title does not lie in an exclusive right of a third party, on the basis of which the third party can demand the surrender or destruction of the items left to the customer;
  - d. two years for other claims for damages or reimbursement of wasted expenses.
3. The statute of limitations occurs at the latest with the expiry of the maximum periods specified in § 199 of the German Civil Code (BGB).
  4. In the case of damages and reimbursement of expenses due to intent, gross negligence, guarantee and malice, the statutory limitation periods apply.

## **§ 10 Final Provisions**

1. TwoSight does not take part in consumer arbitration proceedings under the Consumer Dispute Settlement Act and is not obliged to do so.
2. The European Union provides an online platform for dispute resolution at <https://ec.europa.eu/consumers/odr/>.
3. The law of the Federal Republic of Germany applies with the exclusion of the UN sales law. For consumers, the protection granted by mandatory regulations or judicial law in their country of residence applies in any case. The place of jurisdiction for all disputes arising from and in connection with this contract is Chemnitz for contracts with merchants, legal entities under public law or special funds under public law. This also applies to companies based in another country of the European Union.