



The Spyra online shop is owned by

Spyra GmbH

Tengstrasse 34

80796 Munich

(hereinafter referred to as "we" or "us")

1. SCOPE AND GENERAL INFORMATION

1.1 The present general terms and conditions (hereinafter "GTC") of Spyra GmbH (hereinafter referred to as "seller") apply to all deliveries of the seller to consumers or entrepreneurs (hereinafter "customer") in the version valid at the time of the order. Own terms of entrepreneurs in the sense of 1.2.2 are hereby expressly contradicted, unless explicitly agreed otherwise.

1.2 Some regulations of these terms and conditions do not apply to all customers, but only to consumers or only to entrepreneurs. Where this is the case, it is specially marked at the relevant point in these terms and conditions.

1.2.1 "Consumer" in the sense of these general terms and conditions is, according to the legal definition in § 13 of the Civil Code, any natural person who concludes a legal transaction for purposes that can mainly be attributed neither to their commercial nor their independent professional activity.

1.2.2 "Entrepreneurs" in the sense of these general terms and conditions are, in accordance with the legal definition in § 14 of the Civil Code, natural and legal persons or legal partnerships that enter into business relationships with us in the course of their commercial or independent professional activity.

2. CONCLUSION OF CONTRACT, CONTRACT LANGUAGE & CONTENT

2.1 The presentation of our goods on the website does not constitute a binding offer on our part, but merely an invitation to submit an offer. A binding offer to conclude a corresponding contract is only made when the customer orders the goods. In order to place the order, the customer places the selected goods in the shopping basket in which the orders can be collected and sets up a user account or logs into the existing user account or goes through the further ordering process on the website (without creating a user account) and enters the information requested there.

2.2 Before sending the order, the customer is then shown an overview with the order data. There, the customer has the possibility to check all order data again and correct it if necessary. You only submit a binding offer to us to conclude a contract when you send the order by clicking on the "Order with payment" button. We confirm receipt of the order immediately by an automatically generated email (confirmation of receipt). The confirmation of receipt does not yet constitute



acceptance of the offer. Acceptance of the offer takes place through a separate declaration of acceptance (order confirmation) or at the latest by sending the ordered goods.

2.3 The contract language is German exclusively.

3. STORAGE OF THE CONTRACTUAL PROVISIONS

The contractual provisions are shown partly in the order overview, which is displayed in the last step of the order, and partly in the present terms and conditions. We save these contractual provisions in accordance with the data protection requirements (for more information see our privacy policy). You can print out or save the above-mentioned documents by using the usual functionality of your browser (usually "Print" or "File"> "Save as"). The contractual provisions including the general terms and conditions are also contained in the email with the order confirmation, which we will send you if your order is accepted.

4. PAYMENT

4.1 Payment is due immediately after the contract is concluded and is processed using the payment methods mentioned below.

4.2 The customer can choose from the following options as a payment option:

PayPal

When paying with PayPal, the customer is forwarded to the website of the online provider PayPal in the ordering process. In order to be able to pay the invoice amount via PayPal, the customer must be registered with PayPal or register first, authenticate with the access data and confirm the payment instruction to the seller. After placing the order in the Spyra online shop, Spyra prompts PayPal to initiate the payment transaction. The customer receives further information during the ordering process. The payment transaction is carried out automatically by PayPal immediately afterwards.

Amazon Pay

In the ordering process, you will be redirected to the website of the online provider Amazon before completing the ordering process in our online shop. In order to be able to process the order process via Amazon and pay the invoice amount, you must be registered there or first register and legitimate with your access data. There you can choose the delivery address and payment method stored at Amazon, confirm the use of your data by Amazon and the payment instruction to us. You will then be redirected to our online shop, where you can complete the ordering process. Immediately after the goods have been dispatched, we request Amazon to initiate the payment transaction. The payment transaction is carried out automatically by Amazon. You will receive further information during the ordering process.



Credit Card

When paying by credit card, the purchase price is reserved on the credit card at the time of the order ("authorization"). The actual debit on the credit card account takes place the moment we send the goods to you.

Google Pay

For payment using Google Pay, the customer must have stored a payment medium in their Google Wallet. To pay using Google Pay, the customer selects Google Pay as the payment method. The customer can check his order again before paying. To initiate the payment, the customer must confirm the purchase.

Apple Pay

To pay using Apple Pay, it is necessary that you have stored a payment medium in your Apple Wallet. To pay using Apple Pay, select Apple Pay as the payment method. You can check your order again before paying. All you have to do to confirm the payment is confirm your purchase.

Klarna

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, "Klarna", Spyra offers both the option (i) pay now (transfer) and (ii) pay later (purchase on account) as a payment option.

Pay now: The payment period is 14 days from the dispatch of the goods.

Pay later: Please note that Klarna purchase on account is only available to Klarna users and payment must be made to Klarna. When buying on account with Klarna, you always get the goods first and then have a payment period of 14 days. You can find the complete terms and conditions for invoice purchase here.

With Klarna pay later you get Klarna buyer protection.

Sofortüberweisung

You can also use the "Sofortüberweisung" payment method from SOFORT GmbH, Fuhlbergstr. 1, 82131 Gauting. In principle, every Internet user can use the instant transfer as a payment method if he has an activated online banking account with PIN / TAN procedure. Please note that at a few banks, the instant transfer is not yet available. If the "Sofortüberweisung" service is used, Spyra receives the transfer credit immediately, which speeds up the order processing (dispatch takes place after credit).

All you need is an account number or IBAN, bank code, PIN and TAN. Via the secure payment form of SOFORT GmbH, www.sofortueberweisung.de automatically and in real time places a transfer in your online bank account. The purchase amount is immediately transferred to Spyra's bank account. This service is free of charge for you, only the fees (transfer fee) from your house bank may apply.



EPS Transfer

If you select the EPS bank transfer payment option in the webshop, you will be forwarded to a central list of the participating Austrian banks. After selecting your bank, you will be connected to the login of your corresponding online banking. After registration, payment will guide you through the payment process as usual using online banking with a TAN drawing. You will then receive an electronic order confirmation.

iDeal

When selecting the payment method bank transfer (iDeal) you will be forwarded to the website of your bank after confirmation. The prerequisite for this is that you are registered with your bank for online banking. Your own PIN and TAN numbers are required to make the payment. After completing the payment, you will be asked to complete the purchase in the online shop. You will then receive a confirmation email from Spyra. Any repayment claims will be credited to your bank account.

Bancontact

We also offer you the option of processing the order with Bancontact / Mister Cash. You can then pay online when you arrive at the checkout. There you will be directed to the payment page of our payment partner Ingenico Payment Services. Here you can choose a payment with Bancontact. With this payment method, your payment will be debited directly from your account.

4.3 The customer's obligation to pay default interest does not preclude the provider from asserting further default damages.

5. RIGHT OF REVOCATION

More information on the right of revocation can be found in the cancellation policy.

6. PRICES AND SHIPPING

6.1 All prices stated on the Spyra website include the applicable statutory sales tax but excluding delivery costs.

6.2 We only deliver by shipping. A pick-up is not possible. Delivery times specified by us are estimated from the time of our order confirmation, provided the purchase price has been paid in



advance. If the ordered goods are in stock, the delivery time is 5 - 7 days from receipt of the order. For pre-orders, the respective delivery time can be found on the corresponding product page.

6.3 If the product selected by the customer is not available at the time of the customer's order, Spyra will inform the customer immediately in the order confirmation. If the product is permanently unavailable, the provider refrains from a declaration of acceptance. A contract is not concluded in this case.

6.4 If the product specified by the customer in the order is only temporarily unavailable, the provider will also inform the customer immediately in the order confirmation.

6.5 Spyra delivers to the countries mentioned in the delivery cost overview. Customers who are based in countries that are not shown separately in the delivery cost overview will not be supplied by Spyra. Spyra particularly points out that no delivery can be made to customers who are resident on an island.

6.6 Provided it is a shipment within the EU, the customer agrees that the invoice is only issued electronically. The invoice will no longer be enclosed with the delivery in paper form but will only be sent in PDF format by email.

7. RESERVATION OF OWNERSHIP

7.1 The following applies to consumers:

The goods delivered by us remain our property until full payment.

7.2 The following applies to entrepreneurs:

We reserve ownership of the delivered goods until receipt of all payments from the business relationship with the customer (reserved goods). We undertake to release our securities at the customer's request insofar as the value of our securities exceeds the claims to be secured by more than 10%; The selection for the release of securities is done by us.

8. DEFECTIVE CLAIMS (WARRANTY)

8.1 Warranty to consumers:

The statutory warranty regulations apply.

8.2 Warranty to entrepreneurs:

8.2.1 If the customer acts as a merchant within the meaning of Section 1 of the German Commercial Code, he must examine the goods immediately upon receipt in accordance with commercial law notices. Recognizable defects are to be reported to us in writing immediately after receipt of the goods or - if the defect becomes apparent later - immediately upon discovery. In order to preserve the customer's rights, it is sufficient to send the advertisement in good time. Failing this, the goods are considered approved. This does not apply if we have maliciously concealed the defect.



8.2.2 If there is a defect in the purchased item, we initially provide a guarantee through subsequent performance, at our option either in the form of a defect rectification or a replacement delivery. If the supplementary performance has failed, the customer is entitled to reduce the consideration or - in the event of significant defects - to withdraw from the contract.

8.2.3 Claims of the buyer due to material defects become statute-barred one year after delivery of the purchased object to the customer.

9. LIABILITY

9.1 The seller is always liable for claims based on damage caused by us, our legal representatives or vicarious agents

- for injuries to life, limb, health
- in the event of an intentional or grossly negligent breach of duty
- in the case of a promise of guarantee, if agreed, or
- insofar as the scope of the Product Liability Act ("ProdHaftG") is open.

9.2 In the event of a breach of essential contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner can regularly rely on (cardinal obligations) due to slight negligence on the part of us, our legal representatives or vicarious agents, the amount of liability shall be limited to the damage which was foreseeable at the time the contract was concluded, the occurrence of which must typically be expected. For the rest, claims based on slight negligence are excluded.

10. APPLICABLE LAW

10.1 The law of the Federal Republic of Germany applies. The UN sales law is excluded.

10.2 This choice of law applies to a consumer only insofar as it does not restrict any mandatory statutory provisions of the state in which he is domiciled or habitually resident.

11. PLACE OF JURISDICTION



The place of jurisdiction for dealing with traders, legal entities under public law or special funds under public law is the seat of our company (Munich). However, we are entitled to choose to sue at the customer's registered residence.

12. ONLINE DISPUTE RESOLUTION

12.1 The EU Commission provides a platform for dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=DE>

12.2 This platform serves as a contact point for out-of-court settlement of disputes arising from online sales or service contracts in which a consumer is involved. Spyra is neither obliged nor willing to participate in the dispute settlement process.

12.3 In addition, the seller is neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

13. CHANGES OF THE GENERAL TERMS AND CONDITIONS

13.1 Spyra is entitled to change these terms and conditions with a corresponding notice period (see Paragraph 2) if a change is (i) necessary and (ii) the customer is not unduly disadvantaged.

13.2 Spyra will notify the customer of any changes to the GTC in text form six weeks before they take effect.

13.3 If the customer does not agree to the changes, they can object to them. The seller informs the customer of the existence of this right of objection in the change notification and that the changes are considered approved if the customer does not object to them within four weeks of the change notification.

14. REDEEMING GIFT VOUCHERS

14.1 Various gift vouchers can be purchased through the Spyra online shop (hereinafter gift vouchers).

14.2 The gift vouchers can only be redeemed in the seller's online shop, unless otherwise stated in the voucher.

14.3 Gift vouchers and remaining gift vouchers can be redeemed up to the end of the third year after the year the voucher was purchased. Remaining credit will be credited to the customer by the expiry date.



14.4 Gift vouchers can only be redeemed before the order process is completed. Subsequent offsetting is not possible.

14.5 Several gift vouchers can be redeemed when placing an order.

14.6 Gift vouchers can only be used for the purchase of goods and not for the purchase of further gift vouchers.

14.7 If the value of the gift voucher is not sufficient to cover the order, one of the other payment methods offered by the seller can be selected to pay the difference.

14.8 The credit of a gift voucher is neither paid in cash nor with interest.

14.9 The gift voucher is transferable. The seller can liberate the respective owner who redeems the gift voucher in the seller's online shop. This does not apply if the seller has knowledge or grossly negligent ignorance of the ineligibility of the incapacity to act or the lack of authorization to represent the respective owner.