

General Terms and Conditions and Client Information & Information on Data Protection

Table of Contents

A. General Terms and Conditions and Client Information

Scope of Application
Conclusion of the Contract
Right to Cancel
Price and Delivery Costs
Shipment and Delivery Conditions
Liability for Defects
Law and Jurisdiction
Alternative Dispute Resolution

B. Information on Data Protection

Information on the Collection of Personal Data and Contact Details of the Controller
Contacting
Use of your Data for Sending Newsletters
Processing of Data for the Purpose of Order Handling
Rights of the Data Subject
Duration of Storage of Personal Data
Reference to the eBay Privacy Policy

A. General Terms and Conditions and Client Information

1) Scope of Application

1.1 These Terms and Conditions of the company Imperial Fishing GmbH (hereinafter referred to as "Seller") shall apply to all contracts concluded between a Consumer or a Trader (hereinafter referred to as "Client") and the Seller related to all goods and/or services presented by the Seller on the eBay trading platform. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

2) Conclusion of the Contract

2.1 The product descriptions presented by the Seller on the eBay trading platform do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by

the Client.

2.2?The Client can place an order via the eBay trading platform. By completing his personal data and clicking the "submit order" in the final stage of the ordering procedure the Client's order is deemed to be a legally binding offer to buy the chosen amount of goods related to the goods displayed in the online shopping basket.

2.3?The Seller can acknowledge receipt of the Client's order by sending him an automatically generated e-mail acknowledging his order. Such an acknowledgement of receipt is no acceptance of the Client's order. The Seller can accept the Client's offer by sending him a letter or a separate e-mail or a fax accepting the order or by delivering the goods within five days. With this separate confirmation the contract will be concluded. The Seller has no obligation to accept the Client's offer.

2.4?The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the contract's content will be stored by Ebay and can be found free of charge by the Client indicating the respective item number under www.ebay.uk, within 90 days after conclusion of the contract. If the client wants to find the product description site, he has to enter the respective item number in the search box of the eBay home page and has to click on the button "find?".

2.5?The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

3) Right to Cancel

Consumers are entitled to the right of cancellation. Detailed information about the right of cancellation is provided in the Seller's instructions on cancellation.

4) Price and Delivery Costs

4.1?Prices indicated are end prices and include the statutory value-added tax. Any possible additional delivery and dispatch costs are specified separately in the respective product description.

4.2?For deliveries to countries outside the European Union, additional costs may arise which are beyond the Seller's control. They shall be borne by the Client. Such costs are, for example, money transfer costs (transfer fees, exchange rate charges) or customs duties or import taxes.

4.3? Payment can be made using one of the methods mentioned by the Seller on the eBay trading platform. If payment in advance has been agreed upon, payment shall be due immediately upon conclusion of the contract.

5) Shipment and Delivery Conditions

5.1? Delivery of goods shall be made on dispatch route to the delivery address indicated by the Client, unless otherwise agreed upon.

5.2? Should the assigned transport company return the goods to the Seller because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client hereby exercises his right of cancellation, or if he has been temporarily prevented from receiving the offered service, unless the Seller has provided the Client with reasonable advance notice about the service.

5.3? Personal collection is not possible for logistical reasons.

6) Liability for Defects

6.1? The statutory consumer rights will apply.

6.2? If the Client is a consumer and he uses his short-term right to reject the product, he has to return the product at his cost.

7) Law and Jurisdiction

7.1? If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties is governed by the law of the country where the Seller has his place of business. The UN-Convention on Contract for the International Sale of Goods is excluded. Moreover, the courts of the State where the Seller has his place of business will have exclusive jurisdiction over any dispute relating to these relationships.

7.2? If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties is governed by the law of the country where the Seller has his place of business. The UN-Convention on Contract for the International Sale of Goods is excluded. Moreover, the courts of the State where the Seller has his place of business will have exclusive jurisdiction over any dispute relating to these relationships.

8) Alternative Dispute Resolution

8.1?The EU Commission provides on its website the following link to the ODR platform:
<https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

8.2?The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

B. Information on Data Protection

1) Information on the Collection of Personal Data and Contact Details of the Controller

1.1?We are pleased that you are visiting our eBay internet presentation (hereinafter "website") and thank you for your interest. In the following, we inform you about the handling of your personal data when using our website. Personal data is all data with which you can be personally identified.

1.2?The controller in charge for data processing on this website within the meaning of the General Data Protection Regulation (GDPR) is Imperial Fishing GmbH, Wallgraben 2 / Gewerbegebiet Mont Royal, D-56841 Traben-Trarbach, Deutschland, Tel.: +49 6541 818500, Fax: +49 6541 818502, E-Mail: info@imperial-fishing.de. The controller in charge of the processing of personal data is the natural or legal person who alone or jointly with others determines the purposes and means of the processing of personal data.

2) Contacting

In the context of contacting us (e.g. via contact form or e-mail), personal data is collected. Which data is collected in the case of a contact form can be seen from the respective contact form. These data are stored and used exclusively for the purpose of responding to your request or for establishing contact and for the associated technical administration. The legal basis for processing data is our legitimate interest in responding to your request in accordance with Art. 6 (1) point f GDPR. If your contact is aimed at concluding a contract, the additional legal basis for the processing is Art. 6 (1) point b GDPR. Your data will be deleted after final processing of your enquiry; this is the case if it can be inferred from the circumstances that the facts in question have been finally clarified, provided that there are no legal storage obligations to the contrary.

3) Use of your Data for Sending Newsletters

If you are a registered eBay member and subscribe to our e-mail newsletter, we will send you regular information about our offers. If you subscribe to our newsletter, you give us your consent for the use of your personal data pursuant to Art. 6 (1) point a GDPR. With your subscription to the

newsletter you automatically add us as "stored seller" in your "My eBay" settings. You can unsubscribe from the newsletter at any time by removing us in your settings on "My eBay" as your stored seller. After your cancellation, your e-mail address will be deleted from our newsletter distribution list immediately, unless you have expressly consented to further use of your data or we reserve the right to use data in excess thereof, which is permitted by law and about which we inform you in this declaration.

4) Processing of Data for the Purpose of Order Handling

4.1 To process your order, we work together with the following service provider(s), which support us wholly or partially in the execution of concluded contracts. Certain personal data is transferred to these service providers in accordance with the following information.

4.2 The personal data collected by us will be passed on to the transport company commissioned with the delivery within the scope of contract processing, insofar as this is necessary for the delivery of the goods. We will pass on your payment data to the commissioned credit institution within the framework of payment processing, if this is necessary for payment handling. If payment service providers are used, we explicitly inform you of this below. The legal basis for the transfer of data is Art. 6 (1) point b GDPR.

4.3 Service Provider

5) Rights of the Data Subject

5.1 The applicable data protection law grants you comprehensive rights of data subjects (rights of information and intervention) vis-à-vis the data controller with regard to the processing of your personal data, about which we inform you below:

Right of access by the data subject pursuant to Art. 15 GDPR
Right to rectification pursuant to Art. 16 GDPR
Right to erase ("right to be forgotten") pursuant to Art. 17 GDPR
Right to restriction of processing pursuant to Art. 18 GDPR
Right to be informed pursuant to Art. 19 GDPR
Right to data portability pursuant to Art. 20 GDPR
Right to withdraw a given consent pursuant to Art. 7 (3) GDPR
Right to lodge a complaint pursuant to Art. 77 GDPR

5.2 RIGHT TO OBJECT

IF, WITHIN THE FRAMEWORK OF A CONSIDERATION OF INTERESTS, WE PROCESS YOUR PERSONAL DATA ON THE BASIS OF OUR PREDOMINANT LEGITIMATE INTEREST, YOU HAVE THE RIGHT AT ANY TIME TO OBJECT TO THIS PROCESSING WITH EFFECT FOR THE FUTURE ON THE GROUNDS THAT ARISE FROM YOUR PARTICULAR SITUATION.

IF YOU EXERCISE YOUR RIGHT TO OBJECT, WE WILL STOP PROCESSING THE DATA CONCERNED. HOWEVER, WE RESERVE THE RIGHT TO FURTHER PROCESSING IF WE CAN PROVE COMPELLING REASONS WORTHY OF PROTECTION FOR PROCESSING WHICH OUTWEIGH YOUR INTERESTS, FUNDAMENTAL RIGHTS AND FREEDOMS, OR IF THE PROCESSING SERVES TO ASSERT, EXERCISE OR DEFEND LEGAL CLAIMS.

IF WE PROCESS YOUR PERSONAL DATA FOR DIRECT MARKETING PURPOSES, YOU HAVE THE RIGHT TO OBJECT AT ANY TIME TO THE PROCESSING OF YOUR PERSONAL DATA WHICH ARE USED FOR DIRECT MARKETING PURPOSES. YOU MAY EXERCISE THE OBJECTION AS DESCRIBED ABOVE.

IF YOU EXERCISE YOUR RIGHT TO OBJECT, WE WILL STOP PROCESSING THE DATA CONCERNED FOR DIRECT ADVERTISING PURPOSES.

6) Duration of Storage of Personal Data

The duration of the storage of personal data is determined by the respective legal retention period (e.g. commercial and tax retention periods). After expiry of this period, the corresponding data will be routinely deleted, provided they are no longer necessary for the performance or initiation of the contract and/or there is no longer any legitimate interest on our part in the further storage.

7) Reference to the eBay Privacy Policy

The eBay platform is responsible for all further data processing that goes beyond the data processing described above. For more information about eBay's privacy practices, please view eBay's privacy policy at: <https://www.ebayinc.com/privacy-policy/>