

# **General Terms and Conditions of Business / Online Trade Law**

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## **1. General**

The following Terms and Conditions (below) are applicable for all Contracts, Deliveries and other Services provided. Instructions of our business partners differing from our Terms and Conditions are strictly objected. Subsidiary agreements must be confirmed in writing.

## **2. Contract**

Our quotations are subject to change. Your order is a binding offer. We accept our customer's offer either through order confirmation or by goods delivery within a fortnight.

## **3. Prices, Payments, Delivery**

The details, product names and prices (if any) contained in our website are purely for information and non-binding. Any details are subject to change and we cannot be held responsible for any errors.

Prices are including the VAT rate valid in Germany. Packaging, postage and delivery are invoiced separately.

Despatch of goods is effected one day after receipt of order latest, as long as the goods are in stock. In the event that the goods ordered are not in stock, we endeavor to supply as soon as possible.

Delivery and/or service deadlines are only valid when confirmed by us in writing. In the event of failure of delivery or service on the due date due to force majeure, strike or other circumstances beyond our control, the delivery time will be adequately extended

In the event of delay in delivery for any other reason, the customer is entitled to set a final deadline for delivery and threaten to cancel the order. When the final deadline elapses without delivery of goods and/or services ordered, the customer is entitled to cancel the order. When the reason for failure to deliver is due to inability of the manufacturer or our supplier, we as well as the customer can withdraw from the contract in the event that the delivery is more than two months overdue.

Claims for damages because of delay or non-delivery, even those which occur until cancellation of the contract, are excluded, unless damages were caused deliberately or as a result of gross negligence by the vendor.

Part shipments are permitted, as and when they are reasonable for the buyer.

Accepted means of payment are bank transfer or cheque only, after receipt of invoice. Deliveries to destinations outside Germany will be made against advance payment exclusively.

#### **4. Warranty and Liability**

The warranty period is two years from receipt of goods by our customers. Customers are liable to notify us of any fault of the goods in writing immediately. Our invoice or receipt have to be enclosed with customers' claims.

If the fault is our responsibility, we have a choice of either repair or replacement delivery. In case of repair we are obliged to cover all costs unless the goods have been taken to a destination which is different from initial delivery address.

In case a repair or replacement delivery is not possible, the buyer is permitted to reduce the price or cancel the order.

Changes of color or material of the goods on behalf of the manufacturer or on our behalf are not a defect. The same applies for changes in the technical specification or manufacturing tolerances.

#### **5. Right of Withdrawal / Online Trade Regulations**

We'd like to draw your attention to the terms of §§ 312 b ff. BGB (German Law) for online trade.

The customer has the right to withdraw from the contract. There is no obligation to fulfill the contract when it is cancelled within the statutory period of 14 days. There is no need to give any reason for withdrawal from the contract, it can be declared in writing or by returning the goods within two weeks. To comply with the 14 days period, the despatch of goods in time is sufficient.

Customers who decide to withdraw from the contract are obliged to return the goods by parcel post if the goods can be despatched by parcel. Goods must be returned to the above address. The costs for returning the goods have to be covered by customers when the value of the goods is below 40 Euros, or in case the value of the goods is higher, but the payment is not yet made or an installment has not been paid at the time of cancellation. These terms do not apply when the goods differ from the goods ordered.

In any other cases the costs and risks of returning the goods will be covered by us.

If the goods' value decrease through ordinary usage by the buyer, the buyer has to compensate the seller.

The customer has no right to withdraw from the contract in case the goods are built to order and as per his personal needs.

## **6. Ownership**

The seller remains the owner of the goods affected by the contract until the seller has been paid in full for such goods.

## **7. Data Protection**

For the purpose of processing orders we take the necessary personal details of our customers, process and store them electronically. We are entitled to use these data in connection with our business activities. This means evaluation, sorting and reconciliation. We can also use the services of third parties for his work.. You agree explicitly to this usage.

## **8. Place of Jurisdiction**

Place of Jurisdiction is Itzehoe as far as it is legally permissible.  
German law is applicable exclusively.

## **9. Severability Clause**

Should any part of a contract with any customer including these terms and conditions be rendered or declared invalid, such invalidity of such part or portion of the contract and these terms and conditions shall not affect the remaining portions thereof, and they shall remain in full force and effect.

It is further agreed that if part of the Contract or these Terms and Conditions is determined invalid, the complete section or the part that is invalid shall be replaced by a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.