

Terms and conditions

§ 1 Scope

- 1.The terms apply to all current and future business.
- 2.Consumer within the meaning of these relationships are natural persons with whom a business relationship, without such a commercial or independent professional activity can be attributed. Entrepreneur within the meaning of these terms and conditions are natural or legal persons or partnerships with legal personality, with whom a business relationship is acting in a commercial or independent professional activity. Customers within the meaning of these terms and conditions are both consumers and entrepreneurs.
- 3.Differing, conflicting or additional terms and conditions, even if known, not part of the contract, unless their validity is expressly agreed in writing.

§ 2 Conclusion

- 1.All offers and prices are non-binding. Technical changes and changes in shape, color and / or weight, are reserved to the extent reasonable.
- 2.By placing an order the customer declares his intention to purchase the goods.
- 3.We are entitled to accept the contract offer in the order within two weeks of receipt. The acceptance can be declared either in writing or by delivering the goods to the customer.
- 4.The consumer receives the goods electronically ordered, we will confirm the receipt immediately. The receipt does not constitute a binding acceptance of the order dar. The receipt can be connected with the acceptance.
- 5.The final contract is subject to the proper and timely delivery by our suppliers. This only applies to the case that the non-delivery is not our responsibility, especially when a congruent hedging transaction with one of our suppliers. The customer is informed about the unavailability of the service. The consideration shall be reimbursed immediately.
- 6.If the consumer orders the goods electronically, the contract will be stored by us and sent to the customer upon request together with these Conditions by email.

§ 3 Payment

1.The purchase price is binding. The purchase price includes the statutory sales tax is included.

Unless otherwise agreed in writing, the prices are from the company's headquarters and are inclusive of packaging.

The cost of the package will have special requirements of the customer be billed separately.

The customer when ordering by means of remote communication, no additional costs. The customer may pay the purchase price by invoice or debit order.

2.The customer agrees to pay upon receipt of the goods within 10 days of the purchase price to the business listed on the other account. The deduction of cash discount is not yet permitted. After expiration of the aforementioned 10-day period the customer is in default.

The consumer shall pay interest on the arrears on the debt at a rate of 5% above the base rate.

The contractor shall pay interest on the arrears on the debt at a rate of 8% above the base rate. Compared to the contractor, we reserve the right to prove a higher loss and claim.

3.The customer has the right to compensation only if his counterclaims have been legally established or recognized by us. The customer can exercise a right of retention only if his counterclaim is based on the same contract.

§ 4 Reservation

1.For contracts with consumers, we reserve the title to the goods until full payment of the purchase price. In contracts with contractors, we reserve the title to the goods until full settlement of all claims arising from an ongoing business relationship.

2.The customer is obligated to treat the goods carefully.

3.The customer is obligated to any third party access to the goods, as in the case of a seizure as well as any damage to or destruction of the goods immediately. A change in ownership of the merchandise as well as residence and / or business to us by the customer immediately.

4.We are entitled, in breach of contract by the customer, especially in payment default or breach of a duty under Section 3 and 4 withdraw this provision from the contract and reclaim the goods.

5. The contractor shall be entitled to resell the goods in the ordinary course of business. He assigns to us already now all claims in the amount of the bill, which arise due to subsequent resale to a third party. We accept the assignment. After the assignment, the contractor is authorized to collect the debt. We reserve the right to collect the debt ourselves, if the contractor does not meet his payment obligations and is in default.

6. The handling and processing of goods by the contractor in the name and on behalf of us. If processing does not belong to us, we will acquire the new thing, in proportion to the value of goods delivered by us to the other processed items. The same applies if the goods with other goods not belonging to us mixed, is.

§ 5 Revocation and Right of Return (only for contracts with consumers)

Contract with cancellation clause

1. The consumer has the right to take based on the conclusion of the contract within 2 weeks of receipt of the goods to be revoked. The revocation has no justification and must be declared in writing or by returning the goods to the seller, to meet the deadline, timely mailing.

2. The consumer is in exercise of the right to return the goods if the goods can be sent by parcel post. The cost of return is exercised the right of withdrawal on orders up to 40.00 EUR the consumer, unless the goods delivered do not correspond to the ordered goods. On orders over 40.00 EUR the consumer does not have to bear the cost of the return.

3. The consumer has to pay compensation for a determination by the proper use of the product as provided. The customer should inspect the goods carefully. The loss of value through the review goes beyond the mere usage means that the goods can not be sold as new, has to take into account the consumer.

§ 6 Transfer of risk

1. If the buyer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods with the delivery, at a sale to delivery of goods to the carrier, freight forwarder or otherwise to execute specific person or institution to the buyer.

2. If the buyer is a consumer, the risk of accidental loss and accidental deterioration of the sold item is also when sending purchase only with the transfer of goods to the buyer.

3. The handover is the same, if the buyer is in default of acceptance.

§ 7 Warranty

1. The buyer is an entrepreneur, we provide for defects in the goods at our option by repair or replacement.
2. If the buyer is a consumer, he has the choice as to whether the remedy by repair or replacement. However, we are entitled to refuse the type of the selected remedy, if it is only possible with disproportionate costs and the other type of performance without significant disadvantages for the consumer.
3. If subsequent performance fails, the customer, at his discretion reduce the purchase price (reduction) or cancellation of the contract (withdrawal). For a minor breach of contract, especially with only minor defects, the customer has no right of withdrawal.
4. Contractor must notify us of obvious defects within a period of 2 weeks from receipt of the goods, otherwise the assertion of warranty claims is excluded. To comply with the deadline. The company bears the full burden of proof for all claims, in particular for the defect itself, for the time of discovery of the defect and the timeliness of the complaint. Consumers must inform us within a period of 2 months after the date on which the contractual condition of the goods is established in writing of obvious defects. Crucial for the preservation of the period is the receipt of notification with us. If the consumer this notification, the warranty rights 2 months after the discovery of the defect. This does not apply to fraudulent intent by the seller. The burden of proof of the date of discovery of the defect lies with the consumer. If the consumer by false claims of the manufacturer to purchase the item, induced him to meet his burden of proving the purchase decision.
5. If the customer chooses because of a legal or material defect after failed subsequent cancellation of the contract, he has no right to compensation for the defect. If the customer chooses compensation after failed subsequent performance, the goods remain with the customer if this is reasonable. The compensation is limited to the difference between purchase price and the value of the defective item. This does not apply if we have caused the breach of contract.
6. For entrepreneurs, the warranty period is 1 year from date of delivery. For consumers, the warranty period is 2 years from delivery of goods.
7. If the buyer is an entrepreneur, basically as a condition of the goods only the manufacturer's product description as agreed. Public statements, recommendations or advertisements by the manufacturer shall no contractual specification dar.

8. Guarantee in the legal sense, the customer receives from us. Manufacturer warranties remain unaffected.

§ 8 Limitation of Liability

1. With slightly negligent breaches of duty, our liability is limited to the type of foreseeable, contract-typical, direct average damage. This also applies to slightly negligent breaches of duty by our legal representatives or agents. With regard to companies, we are not liable for negligent violation of minor contractual obligations.

2. The above limitations do not apply to product liability claims by the customer. Next, the liability limitations in our bodily harm or injury to health or loss of life of the customer.

3. Damage claims by the customer due to a defect expire one year after delivery of the goods. This does not apply if we be accused of malice.

§ 9 Final Provisions

1. It is the law of the Federal Republic of Germany. The provisions of the CISG does not apply.

2. If the customer is a merchant, legal person under public law or public law special fund, the exclusive jurisdiction for all disputes arising under this contract is our business. The same applies if the customer has no general jurisdiction in Germany or if his habitual residence at the time the action is not known.

3. If any provision of the contract with the customer, including these Terms and Conditions, in whole or in part will be ineffective, this shall not affect the validity of the remaining provisions. The fully or partially invalid provision shall be replaced by a provision that the business purpose of the invalid provision.