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-Hereafter referred to as the Seller-

## General Terms and Conditions of Trade

### 1. Contractual Bases

All agreements that the customer forms with the Seller are based exclusively on these GTCT. The customer expressly recognises this with the placement of the order.

### 2. Contract Formation

2.1 The presentation of the goods particularly on the internet does not yet represent a binding offer of the Seller.

2.2 Clicking on the "Place in basket" button causes the respective items selected to be placed in the basket. The order process begins in the concluding step "Go to checkout", whereby all the data required for order processing are recorded and the GTCT must be accepted by ticking against the note "I accept the General Terms and Conditions of Trade". A summary of the order and agreement data appears at the end of the order process. Only once you have confirmed these order and agreement data by clicking on the "Send order" button is a binding offer submitted for the purchase of the goods contained in the basket.

2.3 An agreement is created only with the written order confirmation from the Seller.

2.4 All inputs effected are displayed in a confirmation window after clicking the order button and can be corrected here by the customer before completion of the agreement.

2.5 The agreement text of the respective agreement formed between the Seller and the customer is saved by the Seller. The agreement text is saved on the internal systems of the Seller. The customer can view the General Terms and Conditions of Trade at any time on this page. The order data, cancellation policy and GTCT are sent to the customer by e-mail. For security reasons, the agreement text is no longer available on the internet after completion of the order.

2.6 The language of the agreement is German.

2.7 Partial deliveries are permitted if the customer has agreed to these in advance. If additional shipping costs are incurred due to partial deliveries then these shall be at the expense of Seller.

### 3. Terms and Conditions of Delivery

3.1 The delivery shall be ex warehouse unless otherwise agreed in writing.

3.2 If the Seller incurs additional shipping costs due to an incorrect delivery address or an incorrect addressee being specified then these costs are to be reimbursed by the customer unless the same is not responsible for the incorrect details.

3.3 Deliveries are made only within the Federal Republic of Germany. Deliveries abroad within Europe will be made only by prior arrangement.

### 4. Terms and Conditions of Payment

- 4.1 The purchase price becomes due immediately on formation of the agreement.
- 4.2 All prices are to be understood as retail prices including statutory value added tax.
- 4.3 All shipping costs and particularly packaging, transport costs and deliveries shall be at the expense of the customer unless otherwise agreed.
- 4.4 In the case of late payment, the customer is obliged to pay the Seller default interest of 5 percentage points above the basic rate of interest if the customer is a consumer (§ 13 BGB ? German civil code). If the customer is a business (§ 14 BGB) then the default rate of interest is 8 percentage points above the basic rate of interest.
- 4.5 Irrespective of 4.4, the Seller is free to demonstrate greater damages caused by the delay as well as other damages.

## 5. Retention of Title

The goods remain the property of the Seller until payment in full.

## 6. Guarantee

- 6.1 The statutory regulations apply with respect to the guarantee unless a deviation has been agreed in 6.2 and 6.3.
- 6.2 The period of limitation for claims under materials defect liability is 24 months and begins on surrender of the purchase item to the customer. If the customer is a business (§ 14 BGB) then the period of limitation is 12 months from surrender of the item.
- 6.3 The legal provisions and the duties of inspection and complaint apply for traders in accordance with the German commercialcode.

## 7. Right of Cancellation

- 7.1 The statutory regulations concerning the right of cancellation (§ 355 BGB) and the cancellation policy for consumers that is formed with the contractual offer apply. The current cancellation policy can be viewed at any time on our homepage under the menu item [Right of Cancellation](#).
- 7.2 The right of cancellation does not apply in the case of delivery of audio or video recordings or software if the data media supplied have been unsealed by the consumer and in the case of delivery of newspapers, magazines and illustrated reviews.
- 7.3 If the goods can be sent by parcel post then the customer is obliged to return them when exercising the right of cancellation. It is contractually agreed that the regular costs of the return when exercising the right of cancellation will be covered by the consumer if the price of the item returned is up to 40 Euro unless the goods delivered do not correspond to the goods ordered. The risk of the return is covered by the consumer. If the price of the item is over 40 Euro then the consumer need not cover the costs of the return; they are covered by the Seller.
- 7.4 The customer must package the goods carefully for the return.

## 8. Limitation of Liability

- 8.1 With the exception of injury to life, body and health and the breach of essential contractual duties (cardinal duties), the Seller is liable only for damages that can be attributed to intentional or grossly negligent conduct.
- This also applies for indirect consequential damages particularly such as loss of profits.
- An essential contractual duty is one of which the fulfilment facilitates the performance of the agreement at all and on the fulfilment of which the contracting partner regularly depends and can be expected to depend.
- 8.2 Liability is limited to the damages typically foreseeable on formation of the agreement and otherwise to the sum of the average damage typical for the agreement other than in the case of intentional or grossly negligent conduct or in the case of damages as a result of injury to life, body

and health and the breach of essential contractual duties (cardinal duties). This also applies for indirect consequential damages particularly such as loss of profits.

8.3 The liability from paragraphs 1 and 2 also applies accordingly in favour of the employees and vicarious agents of the Seller.

8.4 Claims for liability on the basis of German product liability law are not affected.

## 9. Closing Provisions

9.1 The law of the Federal Republic of Germany applies to the exclusion of UN sale of goods law. Mandatory provisions of the state in which the customer is habitually resident are not affected.

9.2 The place of fulfilment is the head office of the Seller if the customer is a trader.

9.3 If the customer is a trader, legal entity under public law or special fund under public law or if the customer has no general place of jurisdiction within Germany or if the residence of the customer moves abroad or is unknown at the time when the legal proceedings commence then the place of jurisdiction is the head office of the Seller.

9.4 Should individual terms and conditions of this agreement be invalid or contravene statutory regulations then this shall not affect the remainder of the agreement.

- End of the General Terms and Conditions of Trade -