

General Terms and Conditions of sale and delivery for Kolb online shop

Kolb Design Technology GmbH & Co. KG

Josef-Wallner-Straße 5 a, 94469 Deggendorf, Germany

1. Validity of the General Terms and Conditions

- (1) All orders placed on our online shop are based to both consumers and entrepreneurs exclusively on the following General Terms and Conditions of sale and delivery, even when accessed from outside the Federal Republic of Germany.
- (2) Consumer is any natural person, who concludes a legal transaction for purposes which are largely attributable to neither his commercial nor self-employed activity. Entrepreneur is a natural person or a legal entity or a judicable partnership that concludes a legal transaction in the course of its commercial or independent professional activity.
- (3) This General Terms and Conditions of sale and delivery shall also apply to all future transactions with an entrepreneur, insofar as this is a merchant and it is a matter of legal transactions of a related nature, without us having to refer to these again.
- (4) Other General Terms and Conditions of sale and delivery will not be recognized and not be accepted by us; they will only become part of the contract if we have expressly agreed to them in writing.

2. Contract partner, conclusion of contract

- (1) The purchase contract is concluded with

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- (2) The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue. By clicking the button "Order now" you submit a binding offer with regard to the goods contained in the shopping cart and thus declare bindingly to want to purchase the ordered goods. Confirmation of receipt of your order (confirmation of receipt) will be made via e-mail immediately after you have placed your order. This confirmation of receipt does not constitute acceptance of your offer.
- (3) It depends on the payment method you choose, at what time the contract is concluded with:
 - (a) PayPal
If you have chosen payment method "PayPal", you will be forwarded to the registration page of the online provider PayPal at the end of the order process. There you can log in with your PayPal account. After that you have to confirm the payment order. The contract shall come into effect at the time your PayPal account is charged.
 - (b) Credit card (Visa or MasterCard)
If you have chosen payment method "credit card", the contract is concluded at the time your credit card is charged.
 - (c) Advance payment
If you have chosen payment method "advance payment", the receipt of the order confirmation in separate e-mail is decisive for the conclusion of the contract with you.
 - (d) Cash on delivery
If you have chosen the payment method "Cash on delivery", the receipt of the order confirmation in separate e-mail is decisive for the conclusion of the contract with you.
 - (e) Invoice
If you have chosen the payment method "Invoice", the receipt of the order confirmation in separate e-mail is decisive for the conclusion of the contract with you.
- (4) We reserve the right to make possible mistakes, typing errors, printing errors, technical and colour deviations of the products shown in our online shop, despite our greatest care not to do so. We are entitled to challenge the declaration of acceptance as defined in paragraph 3 in all such cases.
- (5) If a contract has been entered into, but ordered articles from our suppliers are not available within the foreseeable future, despite congruent hedging transactions, both contracting parties are entitled to withdraw from the contract insofar. As soon as we recognise that, we will immediately apprise you of this fact and immediately refund any payments already made by you.
- (6) You hereby agree that you will receive invoices exclusively in electronic form.

3. Contract language, contract text storage

- (1) The available languages for the conclusion of the contract are German and English.
- (2) We save the text of the contract and send you the order data, our General Terms and Conditions of sale and delivery and the instructions on withdrawal via e-mail. For security reasons, the text of the contract is no longer available on the Internet.

4. Prices and terms of payment

- (1) The prices valid at order date plus shipping cost shall apply.
- (2) In principle, we offer the payment methods PayPal, credit card (Visa, MasterCard), advance payment (advance transfer), cash on delivery and invoice. However, we reserve the right with each order to exclude individual payment methods from the customer and to refer to other payment methods. This concerns in particular the payment method "Invoice". We can only offer this to customers whose creditworthiness has been checked inter alia on the basis of a positive examination according to mathematical-statistical principles. The reason for this is that we go into advance in this respect. However, we will ensure that you have at least one free payment method.
- (3) However, we reserve the right to not offer certain types of payment for each order and to refer to other payment methods.
- (4) For the payment method "PayPal", you will be redirected to PayPal's website at the end of the order process. In order to pay the invoice amount by PayPal, you have to be registered there or to register first, legitimize with your payment data and confirm the payment instructions. After placing your order in the shop, the payment transaction will be carried out automatically by PayPal. You will get more information during the ordering process.
- (5) Payments by "credit card" (Visa or MasterCard) will be charged immediately to your credit card account after submission of your purchase offer to us by clicking on the button "Order now".
- (6) For the payment method "cash on delivery" the purchase price is due upon delivery and presentation of the COD certificate by the parcel delivery service.
- (7) For the payment method "advance payment" we will send you our bank details in the order confirmation. The invoice amount has to be remitted to our account within 10 working days after notification of the bank account. Decisive is the day on which the invoice amount is credited to our account.
- (8) For the payment method "Invoice" you will receive the invoice with delivery of the goods. The time for payment allowed is 10 working days from receipt of the goods.
- (9) For deliveries to countries outside the European Union, in individual cases additional costs may incur, which must be borne by the customer. These include for example costs for transferring money by credit institutions (e.g. transfer fees, exchange charges) or import duties or taxes (e.g. customs duties).

5. Retention of title

- (1) We reserve the ownership of the delivered goods until full payment.
- (2) In addition, the following applies for entrepreneurs: We reserve the ownership of the goods until complete settlement of all claims arising from an ongoing business relationship. You may resell, process or mix the retained goods in the normal course of business; hereby you assign all claims resulting from resale to us in advance – irrespective of any combination or mixing of the reserved goods with a new item – in the amount of the order value. Concurrently we accept this assignment. You remain entitled to collect the claims, but we may also collect claims ourselves, if you do not meet your payment obligations. In the event that we collect the claims ourselves, you agree to give us the necessary information to assert the claim.

6. Terms of delivery, shipping costs

- (1) The delivery takes place exclusively by dispatch. Collection of goods by the customer is not possible.
- (2) Shipping costs arise for the shipment of the goods. These costs will be displayed to you before completing the order process.
- (3) You will be informed about the delivery time on the respective product detail page as well as before placing the order.
- (4) We are entitled to carry out partial deliveries at our own expense, for any ordered items that are out of stock as far as this is deemed reasonable for you.

- (5) If you are in default of acceptance, we are entitled to demand compensation for any damage incurred, including any additional expenses, and are not obliged to make any further deliveries. Further claims and rights are reserved. The risk of accidental loss or accidental deterioration of the purchased item transfers to you at the point at which you are in default of acceptance.

7. Damages in transit

- (1) For consumers the following shall apply:
If goods are delivered with obvious transport damage, please complain about such defects as soon as possible to the deliverer and contact us immediately. The failure to make a complaint or to contact us does not have any effect concerning your legal claims or their enforcement, especially to warranty claims. However, you help us to assert our own claims against the carrier or transport insurance.
- (2) For entrepreneurs the following shall apply: The risk of accidental loss and accidental deterioration shall be transferred to you as soon as we have delivered the item to the freight forwarder, the carrier or the person or institution otherwise responsible for carrying out the shipment. Among merchants, the obligation of inspection, notification and rejection is regulated in § 377 HGB (German Commercial Code). If you refrain from doing so, the goods are considered to be approved, unless the defect could not be detected during the inspection. This does not apply if we have fraudulently concealed a defect.

8. Legal right of withdrawal for consumers

If you are a consumer, the following instructions on withdrawal apply to you:

<p>Instructions on withdrawal</p> <p>Right of withdrawal</p> <p>You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. In the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately, the withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.</p> <p>To exercise the right of withdrawal, you must inform us</p> <p>Kolb Design Technology GmbH & Co. KG Josef-Wallner-Straße 5 a 94469 Deggendorf, Germany Tel.: +49 (0)991 344739-0 Fax: +49 (0)991 344739-290 E-mail: shop@kolb-technology.com</p> <p>of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, telefax, e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.</p> <p>Effects of withdrawal</p> <p>If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.</p> <p>You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.</p> <p>You will bear the cost of returning the goods.</p> <p>You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.</p>

Exclusion of the right of withdrawal

Unless otherwise agreed, the right of withdrawal does not apply to the following contracts:
Contracts for the delivery of goods that are not prefabricated and for whose production an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer. Contracts for the delivery of sealed goods, which are not suitable for return, for reasons of health or hygiene, if their seal has been removed after delivery. Contracts for the delivery of goods, if, due to their nature, they were inseparably mixed with other goods after delivery.

Sample of withdrawal form

(If you want to cancel the contract, please fill out this form and send it back)	
At	
Kolb Design Technology GmbH & Co. KG Josef-Wallner-Straße 5 a 94469 Deggendorf, Germany Telefax: +49 (0)991 344739-290 E-mail: shop@kolb-technology.com	
I/We (*) hereby revoke the contract for the purchase of the following goods (*) / the provision of the following services (*) concluded by me / us(*)	
Ordered on (*) / received on (*):	_____
Name of the consumer(s):	_____
Address of the consumer(s):	_____
Signature of the consumer(s): (only on message on paper)	_____
Date:	_____
(*) Delete as appropriate:	

9. Warranty

- (1) Unless explicitly stated otherwise below, the statutory warranty rights apply.
- (2) For entrepreneurs, the limitation period for claims for defects is one year from the passing of risk; the statutory limitation periods for the recourse claim under § 478 BGB (German civil code) remain unaffected.

- (3) With regard to entrepreneurs, as an agreement on the condition of the goods, only our own details, included in the contract and the product descriptions of the manufacturers, included in the contract, shall be deemed; we assume no liability for public statements made by the manufacturer or other advertising statements.
- (4) If the delivered goods are defective, we initially provide to entrepreneurs at our discretion warranty by rectification of the defect (rectification) or by supply of defect-free item (replacement).
- (5) For consumers and entrepreneurs the following shall apply: The above-mentioned limitations and shortened terms do not apply to claims for damages caused by us, our legal representatives or vicarious agents:
- in case of injury to life, body or health and/or
 - in case of intentional or grossly negligent breach of duty as well as malice and/or
 - in the case of breach of essential contractual obligations, the fulfilment of which enables the proper execution of the contract in the first place and on the compliance of which the contractual partner may regularly rely (cardinal obligations) and/or
 - as part of a guarantee promise, as far as agreed and/or
 - as far as the scope of the product liability law is opened.
- (6) In the case of merchants, the obligation of inspection, notification and rejection is regulated by § 377 HGB. If you refrain from doing so, the goods are considered to be approved, unless the defect could not be detected during the inspection. This does not apply if we have fraudulently concealed a defect.

10. Liability

We are exempt from being held liable for minor negligent breaches of duty, as long as they do not result in death or personal injury, health or guarantees or claims according to the Product Liability Act. Furthermore, the liability for the breach of obligations, the fulfilment of which enables the proper execution of the contract in the first place and on whose observance the customer may regularly rely (cardinal duty) remains unaffected. In the case of a sales contract, this is in particular the obligation of the seller to hand over the object of sale and to procure ownership of the object of sale. In the case of slightly negligent breach of the aforementioned cardinal obligations, we are liable to the amount limited to damages foreseeable at the time of the conclusion of the contract and typical for the contract. The aforementioned limitations of liability also apply to our legal representatives or vicarious agents.

11. Dispute resolution

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>. This allows consumers to resolve disputes relating to online orders at first without the involvement of a court. Please note: We are neither obligated nor willing to participate in dispute settlement proceedings before a dispute resolution body.

12. Other provisions

- (1) For entrepreneurs as our contractual partners, the law of the Federal Republic of Germany shall apply, excluding the rules on conflict of laws and the UN Sales Law (CISG).
- (2) If the buyer is a merchant as defined by German commercial law, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between you and us is Deggendorf.
- (3) If any of the provisions of this General Terms and Conditions of sale and delivery becomes wholly or partially invalid or unenforceable, then this will not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect. The wholly or partially ineffective provision will then be replaced by mutual agreement of both parties to a contract that comes as legally as possible to the economic purpose of the invalid or unenforceable provision.