

General Terms of Sale

eibmarkt.com GmbH

Kemmlerstrasse 1
08527 Plauen
Germany

Phone (German-language):
Phone (English-language):
Note (phone):
Fax:
Note (fax):
URL:
E-Mail:

[+49 \(0\) 3741 14898-0](tel:+493741148980)
[+49 \(0\) 3741 14898-131](tel:+49374114898131)
Mon till Thu 09:00-16:00, Fri 15:00
+49 (0) 3741 14898-129
Mon till Fri 09:00-17:00
www.eibmarkt.com
info@eibmarkt.de



eibmarkt.com GmbH is a 100% subsidiary of the EIBMARKT GmbH Holding

Commercial Register:
Managing Director (CEO):
TAX-ID:
VAT-ID:

Chemnitz, HRB 25845
Marco Labáhn
223/108/04235
DE271394772

T&Cs

1. Scope of application

The following T&Cs apply to all orders placed via our online shop by consumers and contractors.

Consumers are individuals who perform a transaction for purposes which, generally speaking, cannot be ascribed to their commercial or independent professional activity. Contractors are individuals, legal entities, or partnerships with legal capacity who perform transactions in the exercise of their commercial or independent professional activity.

In respect of contractors, these T&Cs shall also apply to future business relationships without any requirement on our part to make further reference to them. In the event that contractors use any opposing or additional terms and conditions, the validity of these is hereby refuted; any such terms and conditions will only become a component of the contract if we expressly consent to this.

2. Contractual partner, conclusion of contract

The purchase contract is made with eibmarkt.com GmbH.

The presentation of products in the online shop does not constitute a legally binding offer; instead it is a non-binding online catalog. You may add our products to the cart without any obligation in the first instance and use the tools provided and explained within the order process to amend your order details at any time before placing your firm and binding order. By clicking on the button to place your order, you are placing a firm and binding order for the goods in the cart.

Technical order confirmation (1st e-mail after placing your order):

Immediately after placing your order, you will receive an e-mail confirming receipt of your order. This automatically generated order confirmation does not serve as acceptance of a contract by eibmarkt.com GmbH, but rather is solely intended to electronically document the receipt of the order. We will review your order immediately.

Order acceptance confirmation (2nd e-mail after placing your order):

The purchase contract shall only come into effect with our order acceptance and delivery date confirmation. As a general rule, you will receive this on the same day that you place your order (day = Monday to Friday, not including public holidays in Bavaria or Saxony in the Federal Republic of Germany) or the following day at the latest, and this e-mail will be sent by one of our employees.

3. Contractual language, storage of contractual text

The available languages for the conclusion of the contract are as follows:

English, German

We store the contractual text and send you the order details and our T&Cs by e-mail. You can view the contractual text via our customer log-in.

4. Prices

For consumers in the European Union, prices are given in EUR and include statutory value added tax. No sales tax applies to orders placed by consumers from non-EU countries, so no sales tax is displayed or accounted for in this case. However, the price shown is always the total price. Delivery and invoicing then takes place duty unpaid and without value added tax.

5. Shipping costs, delivery terms

Shipping costs are payable in addition to the stated product prices.

The shipping costs are calculated on the basis of the total weight of all items in the cart as well as the delivery address and the shipping method currently selected. The shipping costs are calculated on the basis of the total weight of all items in the cart as well as the delivery address and the shipping method currently selected. Special deliveries due, for example, to special items contained in the order (bulkiness, weight, delivery from a special warehouse or directly from the manufacturer) may also be shipped by alternative parcel services (e.g. GLS) without any extra charges and without prior notice. Every product has its own weight, which is stored in the database (you cannot view it). All of our shipping partners' terms of delivery for the items currently in the cart and their weights are stored centrally in the shop database (for all countries). To calculate and view the shipping costs, place the items in the shop cart using the cart/discount

symbol in the respective product detail view. The shipping method and shipping costs can be checked closely here. The shipping costs are shown at the item. The shipping costs are calculated automatically on the basis of the total weight of all items in the cart (if there is more than one item in the cart) as well as the delivery address and the shipping method currently selected. The shipping costs for the items in the cart will only be recalculated if further items are added to the cart or if the country of destination or the shipping method is changed.

In the case of deliveries abroad (third countries) in particular, the terms for the various shipping methods available may vary greatly, so customers can always check and individually select the cheapest or most suitable shipping method directly in the cart before placing their order. Deliveries to NON-EU countries are generally duty unpaid, with no customs duties included in the shipping costs. Special deliveries due, for example, to special items contained in the order (bulkiness, weight, delivery from a special warehouse or directly from the manufacturer) may also be shipped by alternative parcel services (e.g. GLS) without any extra charges and without prior notice. Our shipping costs do not include any customs duties, other fees, or any taxes that may potentially apply (e.g. import sales tax) in the country of importation of third countries. In general, these must be paid by the customers themselves and customers should therefore contact DHL in advance where applicable in order to inquire about these costs for the country in question. Costs may vary greatly here. Our contractual partner DHL is obliged to charge customers all these fees and to pass them on to the public authorities. Every customer should therefore contact DHL in advance to find out how much these fees are for the relevant product tariff group in the country of destination. Customs and import terms vary greatly depending on the country in question. Only the recipient country or the customs authorities themselves can provide information about invoicing. Other sources of information are www.zoll.de or Germany Trade & Invest.

For contractors inside the EU (deliveries within the EU)

After a successful check of the sales tax identification number, the system will ask you to enter your company name. However, there will always be a second check before the order acceptance and delivery date confirmation is sent. If required, we will ask additional questions as to the recipient of the goods or their representatives. To fulfil our obligation to supervise and exercise due care, we have to check this information. If additional questions about the sales tax identification number are not answered, the invoice will automatically be made out with sales tax included.

Information about handling fees for deliveries to EFTA States or third countries:

When selecting a third country (including EFTA States, e.g. Norway or Switzerland) as the country of destination, there are additional fees for the preparation of the export documents required if the net value of the goods exceeds EUR 1000. This fee varies, according to the country of destination, and the exact amount is shown directly in the cart. This fee does not represent customs duties, but only the internal work expenditure for the preparation of export documents and documents accompanying the delivery abroad to third countries (e.g. procurement of product-specific long-term supplier declarations and preference privileges, as well as the preparation of export documents).

DHL Remote Area surcharge

A DHL Remote Area surcharge may apply to deliveries to remote areas worldwide. The zip code determines whether or not a Remote Area surcharge applies in each case. If applicable, the exact amount of the Remote Area surcharge will be shown directly in the cart.

You can find further details about shipping costs next to the products on offer.

All of the products in the shop with a delivery time of up to and including 3 days (1, 1-2 days, day = Monday to Friday, not including public holidays in Bavaria or Saxony in the Federal Republic of Germany) are central warehouse items and available immediately. A central warehouse item can be identified by a special symbol in the product preview. Products with a delivery time of more than 3 days (day = Monday to Friday, not including public holidays in Bavaria or Saxony) in the product detail view are items that must be ordered, produced on demand, or delivered directly from the manufacturer's warehouse and can be delivered at short notice within 3-13 days (day = Monday to Friday, not including public holidays in Bavaria or Saxony) according to the information given in the product detail view. It is also possible that certain product groups are only produced by the manufacturers upon request.

6. Payment

A variety of payment methods are available to you in our shop, some of which are country-specific. You will only be able to select a particular payment method if you fulfill the requirements of the payment service provider in question.

Payment is basically and specifically possible via the following methods:

Cash in advance

If you select cash in advance as your payment method, we will send you our bank details in a separate e-mail and deliver the goods once we have received your payment.

Credit card

When you submit your order, you also provide us with your credit card details.

Immediately after you have placed your order and we have checked that you are the legitimate card holder, we will ask your credit card company to initiate the payment transaction. The payment transaction is carried out automatically by the credit card company and charged to your card.

Information about the 3D Secure scheme

In our online shop, you can opt to use the 3D Secure scheme ("MasterCard SecureCode" or Verified by VISA). This is an authentication scheme that helps to ensure that we as a legitimate online retailer and you as the legitimate card holder are the parties to the transaction in question. This minimizes security risks and the risk of fraud.

In order to set a password, you need to register as a customer with the bank that issues your card. Once you have

successfully applied and registered your credit card, you can use your credit card with the 3D Secure Code. When placing an order online, you need to enter the 3D code alongside the usual details (see above).

PayPal

During the order process, you will be transferred to the website of the online provider PayPal. In order to pay the invoice amount via PayPal, you need to be an existing PayPal customer or sign up for PayPal, use your access details to log in, and confirm the payment instruction to us. Once you have placed your order in the shop, we will ask PayPal to initiate the payment transaction.

The payment transaction is then made immediately and automatically by PayPal. You will receive further information during the order process.

Sofort

Once you have placed your order, you will be transferred to the website of the online provider Sofort GmbH. In order to pay the invoice amount via Sofort, you need to have an online banking account with PIN/TAN that has been activated for using Sofort, log in, and confirm the payment instruction to us. You will receive further information during the order process. The payment transaction is then carried out immediately by Sofort and the money debited from your account.

Giropay

Once you have placed your order, you will be transferred to your bank's website. In order to pay the invoice amount via Giropay, you need to have an online banking account with PIN/TAN that has been activated for using Giropay, log in, and confirm the payment instruction to us. You will receive further information during the order process. The payment transaction is then carried out immediately and the money debited from your account.

EPS transfer

Electronic Payment Standard (EPS) is a simple and secure online payment process offered by Austrian banks for purchases from online shops or for electronic transactions for official institutions (e-Government) in Austria.

Once you have placed your order, you will be transferred to your bank's website. In order to pay the invoice amount via EPS, you need to have an online banking account with PIN/TAN that has been activated for using EPS, log in, and confirm the payment instruction to us. You will receive further information during the order process. The payment transaction is then carried out immediately and the money debited from your account.

Invoice

After you have received the goods and invoice, you pay the invoice amount by transferring the money to our bank account. We reserve the right only to offer the purchase on account option after a successful credit check.

7. Reservation of proprietary rights

The goods remain our property until payment is made in full.

The following also applies to contractors: we retain ownership of the goods until all debts arising from a current business relationship have been settled in full. You may resell the conditional goods as part of the normal course of business; you assign all receivables arising from this resale to us in advance and to the sum of the invoice amount – irrespective of whether conditional goods are combined or mixed with a new item – and we accept this assignment. You remain entitled to collect the receivables, but we may also collect these receivables ourselves in the event that you fail to fulfil your payment obligations.

8. Transport damage

The following terms apply to consumers:

If goods are delivered with obvious transport damage, please complain about defects of this kind to the delivery agent as soon as possible and please also contact us without delay. Failure to make a complaint or to contact us will have no impact whatsoever on your statutory rights or your assertion of these, especially as regards your warranty rights, but by taking these steps, you are helping us to make our own claims against the freight carrier or on transport insurance.

The following terms apply to contractors:

The risk of accidental loss or accidental deterioration transfers to you as soon as we surrender the item to the carrier, haulage contractor, or other person or agency designated to carry out the shipping of the goods. The obligation to examine the goods for defects and to give notice thereof as regulated by Section 377 of the German Commercial Code applies to transactions between merchants. If notice of defects is not given as regulated therein, the goods are deemed to have been accepted, unless the defect in question was not detectable when the goods were examined. This does not apply if we maliciously concealed a defect.

9. Warranty

Unless expressly otherwise agreed below, statutory warranty rights shall apply. For consumers, the limitation period for warranty claims for used goods is one year from the date of delivery of the goods.

For contractors, the limitation period for warranty claims is one year from the transfer of risk; the statutory limitation periods for the right of recourse in accordance with Section 478 of the German Civil Code (BGB) remain unaffected.

In respect of contractors, only our own details and the manufacturer's product descriptions that were incorporated into

the contract are valid as the agreement about the quality of the goods; we accept no liability for public statements by the manufacturer or any other advertising statements.

If the delivered goods are defective, we shall honor our warranty to the contractor in the first instance either by rectifying the defect (repair) or by delivering a product which is free from defects (replacement); the choice between these options will be ours.

The above limitations and shortening of time limits do not apply to claims due to damage that was caused by us, our legal representatives, or vicarious agents

- in the event of injury to life, limb, or health
- in the event of willful or grossly negligent breach of duty, or fraudulent intent
- in the event of the breach of major contractual obligations, compliance with which is essential for the proper performance of the contract and upon compliance with which the contractual partner can routinely trust (cardinal obligations)
- within the context of a guarantee promise, insofar as agreed
- insofar as the scope of application of product liability law is established.

10. Liability

We are liable, without limitation, for claims due to damage that was caused by us, our legal representatives, or vicarious agents

- in the event of injury to life, limb, or health,
- in the event of willful or grossly negligent breach of duty,
- in the event of guarantee promises, insofar as agreed, or
- insofar as the scope of application of product liability law is established.

In the event of the breach of major contractual obligations, compliance with which is essential for the proper performance of the contract and upon compliance with which the contractual partner can routinely trust (cardinal obligations), due to slight negligence on our part or on the part of our legal representatives or vicarious agents, the level of liability is limited to the typically expected damage foreseeable at the time the contract was concluded.

All other claims for compensation for damages are excluded.

11. Online dispute resolution acc. to ADR:

We are not ready to participate in an out-of-court dispute resolution.

12. Final provisions

If you are a contractor, German law shall apply under exclusion of the UN Convention on Contracts for the International Sale of Goods.

If you are a merchant as defined by the German Commercial Code, a legal entity under public law, or a special fund under public law, the sole place of jurisdiction for all disputes arising from contractual relationships between us and you is our registered office.

Information about disposing of batteries/battery packs

Since our deliveries may include batteries and battery packs, we are obliged under the terms of the German Batteries Act (BattG) to draw your attention to the following:

Batteries and battery packs must not be disposed of in household garbage. You are obliged under law to return used batteries and battery packs. Used batteries may contain hazardous substances that could harm the environment or your health if not stored or disposed of correctly. However, batteries also contain important raw materials such as iron, zinc, manganese, or nickel, and use can be made of these. You can either send the used batteries back to us or hand them back, free of charge, at a suitable collection point in your local area (e.g. in stores, at communal collection facilities, or at our dispatch warehouse). The handing in of batteries at sales outlets by end users is restricted to typical quantities and to the types of used batteries that are or have been included in the range of new batteries sold by the retailer.



The symbol showing a crossed-out garbage can means that the disposal of batteries and battery packs in household garbage is prohibited. Underneath this symbol, you will also find additional symbols, as shown below, which have the following meanings:

Pb: Battery contains lead

Cd: Battery contains cadmium

Hg: Battery contains mercury