

# Terms & Conditions

## General Terms & Conditions

General Terms and Conditions for the online shop of

### Robert Kunzmann GmbH & Co. KG

Auhofstraße 29 63741 Aschaffenburg

Telephone: +49 (0) 6021/44 77 94 444 (Mon - Fri from 08:00 am - 06:00 pm)

Mail: shop@kunzmann.de

Registry court: District Court Aschaffenburg, Registry no. HRA 1 Value Added Tax Identification number as per § 27 a Value Added Tax Act DE 132067949

General partner (personally liable): AB-Verwaltungsgesellschaft mbH, Aschaffenburg, Registry court: District Court Aschaffenburg, Registry no. HRB 1611

Managing Directors: Mr Karl Diehm, Mr Thomas Millies, Mr Sascha Stößel

Status as of 04/2022

**§1 CONTRACTING PARTIES, APPLICATION SCOPE, CONTRACT LANGUAGE** (1) The contracting parties for the purposes of the following General Terms and Conditions are ROBERT KUNZMANN GMBH & CO. KG, Auhofstraße 29, 63741 Aschaffenburg, legally represented by the general partner AB-VERWALTUNGSGESELLSCHAFT MBH, which is in turn represented by the director Karl Diehm, and/or Mr Thomas Millies (hereinafter the "Seller") and the Customer. Further information regarding communication data and legal representation of the Seller can be found in the Supplier identification.

(2) All deliveries and services carried out by the Seller for customers in connection with orders via the online shop at [www.kunzmann.de/shop/](http://www.kunzmann.de/shop/) take place on the basis of the following General Terms and Conditions in their version which is valid at the time of the order.

(3) Other regulations are not permitted. Regulations, which differ from those contained here, are only valid with the express agreement of a representative of the Seller and the respective Customer authorized to conduct business. All communication of statements relevant for the contract shall take place in the German language.

(4) The General Terms and Conditions also apply for future orders if they are not replaced by a more recent version at the time of the order, even if they have not yet been expressly agreed.

## § 2 CONCLUSION OF THE CONTRACT

(1) The offers from the Seller on this website represent a non-binding invitation to the Customers to order goods from the Seller.

(2) By ordering the desired goods by completing and submitting the online form by email, by fax, by phone or mail, the Customer makes a binding offer to conclude a purchase agreement. The offer is binding at the latest when it has passed through the respective interface to the Seller.

(3) If the order confirmation or any other legally binding declaration from the Seller contains typing or printing errors or should the price determination be based on data transmission errors, the Seller is entitled to contest the declaration due to error, whereby the burden of proof for the error falls on the Seller. Any payments received shall be immediately refunded in this case.

(4) The Seller is entitled to accept this offer within a period of seven calendar days by sending an order confirmation or shipment of the item ordered. The order confirmation is given via email. After an unsuccessful expiry of the deadline, the offer shall be rejected. The automatic summary of the order by email (order confirmation) is not an order confirmation.

### **§ 3 PRICES**

(1) All prices quoted include the applicable statutory value-added tax without costs of packaging and shipping at the time of invoicing, for third-country customers, plus import costs and customs duties. From a third country perspective, delivery is made duty unpaid and untaxed. Insofar as a VAT-free delivery is possible in the individual cases (e.g. export deliveries or intra-community deliveries to entrepreneurs), this is clearly taken into account in the price display. In the case of deliveries to entrepreneurs in the rest of the community, this takes place on the condition that the customer provides his valid VAT identification number until the contract is concluded. If the buyer violates this contractual obligation, the then legally applicable VAT will be charged in addition to the shown price.

(2) The cost of postage and packaging of the delivery (delivery costs) shall be charged separately. The postage, packaging and insurance costs are summarized in the "Delivery Costs" table.

(3) All quoted prices, including for postage and packaging, are only valid at the time of the order. When the Seller's websites are updated, all previous prices and other details regarding goods shall no longer be valid. The version that is valid at the time of the order shall be authoritative.

(4) Additional services and special agreements, which cannot be booked directly via the online shop, for example installation or express delivery, always require a separate agreement and are therefore billed separately.

### **§ 4 PAYMENT**

(1) Payments are made either by advance payment (bank transfer in advance), PayPal, PayPal Plus (credit card, purchase on account, installment plan, debit charge)

(2) If paying by PayPal, the end user enters into a contract with Robert Kunzmann GmbH & Co. KG.

**§ 5 RIGHT OF CANCELLATION** Reference is expressly made to the Customer's right of cancellation and the separate policy regarding the right of cancellation. **§ 6 DELIVERY**

(1) Delivery takes place ex warehouse to the delivery address provided by the Customer.

(2) The availability of the goods and delivery time periods are available in the information on the website.

(3) If a product ordered by the Customer is not available contrary to expectations despite timely disposal for reasons not attributable to the Seller, the Seller shall inform immediately of the unavailability and shall immediately refund the Customer any payments already made in the case of cancellation.

(4) If the Seller is responsible for a delay in delivery or a delivery is not possible and this is not caused with intent or by gross negligence, liability for damages is excluded. Additional claims by the Customer remain unaffected.

(5) For delays in delivery due to reasons for which the Seller is not responsible (force majeure, third party fault etc), the period shall be extended accordingly. The Customer shall be immediately informed of this. If the causes of the delay persist for longer than four weeks after conclusion of the contract, each party is entitled to withdraw from the contract.

(6) Delivery takes place, if not otherwise specified, against a fixed packaging and postage cost (§ 3 para. 2), and the exact amount is priced separately with each delivery.

(7) If it is a sale of consumer goods, the Seller bears the risk of accidental ruin or accidental deterioration.

## **§ 7 RETENTION OF OWNERSHIP**

(1) The ordered goods shall remain the property of the Seller until full payment has been made.

(2) A resale, rental, pawning, transfer of security, modification or any other disposal or alteration before transfer of ownership without the express consent of the Seller is not allowed.

## **§ 8 WARRANTY**

(1) The legal liability for defects applies, unless otherwise stipulated by the following regulations. The legal time limit for enforcement of warranty claims at present amounts to two years from the transfer of risk or for the users: from receipt of the item.

(2) Damage caused by improper handling or actions contrary to the contract on the part of the Customer during assembly, connection, operation or storage, are not the basis for a claim against the Seller. The improper handling and actions contrary to the contract shall be determined according to the manufacturer's criteria.

(3) When buying a used item, the Customer's claims for subsequent fulfilment expire by limitation one year from receipt of the item. The reduction of the warranty period to one year shall not apply if the liability to pay damages for body or health damage is supported due to a defect which is the responsibility of the Seller or intent or gross negligence of the Seller or its vicarious agents. The right of recourse as per §§ 478, 479 of the German Civil Code remains unaffected.

(4) The Customer is requested to report obvious defects and transport damage to the Seller immediately. This facilitates the possible enforcement of further claims of the Seller against the deliverers. If the Customer is the user, the omission has no effect on its warranty claims. § 377 of the German Commercial Code (HGB) shall apply for business people.

## **§ 9 LIABILITY**

(1) In the event of death or injury to health or the body, the Seller shall be liable according to the statutory requirements. Liability in accordance with the provisions of German Product Liability Act shall remain unaffected.

(2) Apart from that, the Seller is only responsible for intent and gross negligence except for cases in which the Seller is guilty of violating an essential contractual obligation. Essential contractual obligations are those obligations which allow the rights of the Contracting Parties, which guarantee the contract in respect of its contents and purpose, in particular those obligations whose implementation enables the proper execution of the contract in the first place and those obligations which the Contracting Parties regularly rely on and may rely on. Insofar as the attributable violation of obligation is due to ordinary negligence and an essential contractual duty has been culpably breached, the Seller's liability for damages shall be restricted to the foreseeable damage, which typically occurs in similar cases.

(3) Liability is otherwise excluded.

**§ 10 DATA PROTECTION** Data handling shall comply with the provisions of the applicable German Data Protection Act (BDSG) and the German Telemedia Act (TMG). Reference is also made here to the notes on data protection.

### **§ 11 INVALID CLAUSES; PLACE OF JURISDICTION, APPLICABLE LAW**

(1) In the event that one or more provisions of these GTCs are ineffective, this shall not affect the validity of any of the other clauses in the Contract.

(2) If the Customer is a business person, or a legal entity under public law or public law special assets, the sole place of jurisdiction for all disputes directly or indirectly resulting from this contractual relationship is the location of the Seller (see above). The same place of jurisdiction applies if a Customer has no general place of jurisdiction in his home country, if after conclusion of the contract a Customer's place of residence or habitual abode moves from his home country or if his place of residence or habitual abode is not known at the time of the dispute being lodged.

(3) The legal relationship between the parties is governed exclusively by German law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. In case that the client is a consumer, this shall apply only to the extent that the protection afforded by mandatory provisions of the law of the country in, which the customer is habitually resident, is not withdrawn.

### **§ 12 PLATFORM FOR LITIGATION (OS) BY THE EUROPEAN COMMISSION**

The European Commission has a platform for online dispute resolution (odr). You find the platform under the following link <http://ec.europa.eu/consumers/odr/>. If you have any questions, feel free to contact us at [shop@kunzmann.de](mailto:shop@kunzmann.de). We are not obligate and we do not want to participate with the dispute settlement procedure for consumers combined with § 36 of the Consumer Discrimination Act (VSBG).

**BATTERY DISPOSAL** Batteries are provided for the operation of many devices, e.g. clocks as part of the delivery contents. Batteries or cells may also be permanently installed in the devices. As retailers, we are required to make our customers aware of the following in conjunction with the sale of these batteries or cells:

Please dispose of old batteries as required by law at a municipal collection point (local municipality) in special old battery containers or hand them over to a local dealer at no cost.

#### **Disposal in household waste is expressly prohibited by law!**

You may return any batteries you receive from us free of charge after use to the following address or return them to us by post, if you do not wish to make use of the local disposal option.

#### **Robert Kunzmann GmbH & Co. KG Auhofstraße 29 63741 Aschaffenburg**

Batteries containing harmful substances are identified with the symbol of a crossed-out waste bin. Under the relevant waste bin symbol is the corresponding chemical symbol for the harmful substance. The symbols stand for:

"Cd" = Cadmium "Pb" = Lead "Hg" = Mercury

This information can also be found in the documents accompanying the delivery of the goods or in the instruction manual from the manufacturer.