

General terms and conditions

WEBER Prüftechnik

Torsten Weber

§1 area of applicability

For the business relations between you and WEBER Prüftechnik Torsten Weber, Arneburger Straße 121,39590 Tangermünde (following he is called WP) only apply the following general terms and conditions, which refers to the version at the time the order is placed. WP does not accept any different conditions except WP explicitly has agreed to validity in a written way.

§2 Contractor

Sales is operated by WEBER Prüftechnik, owner: Torsten Weber, Arneburger Straße 121,39590 Tangermünde. If an agreement is entered, WP is your contractor.

WEBER Prüftechnik

Owner: Torsten Weber

Arneburger Straße 121

39590 Tangermünde

Telefon: +49 (0) 39322 717011

Telefax: +49 (0) 39322 719867

E-Mail: info(at)weber-prueftechnik(dot)de

Internet: www.weber-prueftechnik.de

§3 Conclusion of a contract

With your order you give a legally binding offer to the conclusion of the contract towards WP. If WP accept your offer through dispatching the product, the sale contract takes place. The automatic generated confirmation email after ordering does not represent a letter of acceptance on the part of WP. This E-Mail only confirm that WP has received your offer. Also the delivery of the account information via E-Mail for the purpose of payment in advance does not represent a letter of acceptance on the part of WP. The law of contract is saved. The concrete order details you

can refer it from the acknowledgement of receipt which are received from WP via E-Mail or post. On this website you can look into or download our general terms and conditions at any time.

§4 Notice about right of cancellation

Cancellation policy:

Fundamental the power of revocation is not given, but in each case both contractors have to agree to it. In case a power of revocation is admitted, your purchasing contract can within a period of 14 days in written form (e.g. by letter, fax, E-Mail) without stating a reason or, in case the shipment has been received prior to the end of that time period, by returning the order. After receipt of this caution the period begins in written form however not before entrance of the ware with the addressee and not either before the fulfillment of our disclosure duty according to § 312 c Abs. 2 BGB (German law) in connection with § 1 Abs. 1, 2 and 4 BGB-InfoV (German law). For the protection of the cancellation period the punctual send of the withdrawal or of the ware. The withdrawal should be addressed to (address for service):

WEBER Prüftechnik

Owner: Torsten Weber

Arneburger Straße 121

39590 Tangermünde

Telefon: +49 (0) 39322 717011

Telefax: +49 (0) 39322 719867

E-Mail: [info\(at\)weber-prueftechnik\(dot\)de](mailto:info@weber-prueftechnik.de)

Internet: www.weber-prueftechnik.de

Consequences of revocation

In the case of an effective withdrawal all previously rendered services shall be restored to respective parties and benefits drawn by this (e.g. traces of use) shall be returned. If you should not be in a position to return the performances received in whole or in part, or only in impaired condition, you have to compensate us accordingly. By the way, you can avoid the

obligation to provide compensation, for wear caused by using the product in a way that is not intended, by treating the items as if they are not your property and not doing anything that may affect their value. You have to bear the cost of the return.

End of the instruction of revocation

§5 Preclusion of right of revocation

The power of revocation is not applicable if you are an entrepreneur under §14 abs.1 German civil Code (BGB) and are engaged in according commercial or freelance activities.

§6 Delivery

Unless otherwise agreed the delivery effects to the address you specify. Any estimated delivery date is non-binding, unless the delivery date is promised with binding-date. In the individual case WP offers that an item, which is not available at the moment, will be sent if the availability is saved (delivery). You have no other shipping charges or COD charges.

§7 Exchange

WP is not committed to exchange flawless products. Usually WP fulfil your desire to exchange as much as possible. For the remakes because of exchange WP can calculate extra shipping charges.

§8 Payment

In Germany you can pay via advance payment or COD. For first-time customers it is not possible to pay by invoice. Our customers abroad we asked to pay via advance payment fundamental. WP charge you for the ordered products. The goods are dispatched as soon as payment is received. For payment in advance you have to notice that it is possible to pay bank charges (especially for foreigners). These have to be paid by the customer.

§9 Maturity and delay

The purchase price is payable immediately on conclusion of the contract. If you paid via bill, it includes the due date. In case of delay of payment WP is entitled to determine interest on arrears.

§10 Dunning charges

If you do not pay a due purchase-money claim from WP despite having been issued with a first reminder, WP is entitled to demand a dunning charge at the rate of 15€ with the second reminder.

§11 Set-off, right of retention

A right to compensation is entitled to you only if your counterclaims are legally established or are accepted by WP. Moreover, you are entitled to exercise a right of retention of such extent to your counter claim is based on the same contract.

§12 reservation of ownership

The commodity remains up to the complete payment property of WP.

§13 Warranty and liability

The legally mandated warranty provisions apply. The warranty period is 12 months and begins when the goods are handed over. At first warranty claims are limited with subsequent performance (remedy of defects or replacement). Unless agreed otherwise below, any further claims- regardless of the legal grounds- shall be excluded. Therefore, WP is not liable for damages which do not arise on the deliverable itself. Especially WP excludes the liability for lost profit or sundry assets. Insofar as the liability of WP is excluded or limited, this is also applicable to the personal liability of workers, agents and sub-contractors. The aforementioned limitations of liability do not apply in the event of damage caused either by intent or extreme negligence or rather for fatalities, personal injury or impairment of health remains unaffected. Nor does the limitation of liability apply if you make the claims of §§1,4 lemon law. Moreover, the above mentioned limitation of liability does not apply in case of a breach of an essential contractual obligation.

§14 Data protection and data security

Personal data as example name and address you entered when ordering will be coded and through they are protected against unauthorized access during internet transmission. WP uses a safe transmission method- the so-called "Secure Socket Layer" (SSL) transmission. On placing the order, you

agree that WP your personal data, which are included in the order, store, process and uses within the context of client relationship.

§15 Applicable law

All legal proceedings between you and WP shall be governed by German law. UN-sales law (CISG Convention of Contracts for the International Sale of Goods) does not apply.

§16 Court of Jurisdiction

The court of jurisdiction is Stendal.

General standard terms and conditions WEBER Prüftechnik-Status
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