

General Terms and Conditions for private customers

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Validity

The following General Terms and Conditions shall apply to all business relationships between the orderer and Ansmann AG.

Offer and conclusion of contract

The offers are exclusively aimed at end customers with an invoice and delivery address in Germany. The possible delivery addresses as well as the place of delivery may be limited with individual bulky articles. The limitation is disclosed on the respective product details page. The orderer must be over the age of 18.

The orderer shall submit a binding offer when he has undergone the online order process by entering the details requested therein and in the last order step clicks the button „order liable to payment“. The purchase contract between Ansmann AG and the orderer will only be concluded by an acceptance declaration of Ansmann AG. This shall be carried out at the earlier of the two dates, either by sending of the goods or sending of a confirmation of shipment by e-mail.

The confirmation of the receipt of the order shall not represent an acceptance declaration for the conclusion of the contract.

The validity of contracts for larger quantities than customary for a household as well as the commercial resale of the object of purchase shall require an explicit confirmation of Ansmann AG.

The orders will be stored at Ansmann AG after conclusion of the contract until the maximum time limit by virtue of the law.

Prices and shipping costs

All prices include the respective valid statutory value added tax and shall be charged plus a flat rate for shipping costs and plus shipping costs surcharges that are, if applicable, stated with bulky articles. The shipping costs surcharges are designed in different ways depending on the type of delivery and condition of the article (freight forwarding articles).

The prices at the time of receipt of the order by Ansmann AG shall apply.

Delivery and delivery times

The delivery shall be carried out from two weeks after the placement of the payment order to the transferring credit institution of the orderer (in case of advance payment) or after conclusion of the contract (with the use of online payment processes, payment by credit card, payment by SEPA direct debit or in case of purchase on account).

With the order of several articles, the respectively latest delivery time detail of the articles in the shopping basket shall be decisive for the calculation.

The orderer can object to the forwarding of his contact details for the coordination of the service at all times effective for the future, here or by message to the contact details stated in the impressum.

Terms of payment

The orderer can pay for the articles by invoice, direct debit, credit card, online payment process or advance payment. Ansmann AG reserves the right to exclude certain payment types in an individual case. The payment by sending cash or cheques is not possible.

In the event of payment by online payment process (e.g. Pay-Pal, immediate transfer) the orderer explicitly authorises Ansmann AG to collect the due amounts at the time of the order.

With payment by advance payment the orderer has to transfer the full invoice amount into the account of Ansmann AG by stating the intended use within five calendar days after receipt of the order. The seller shall reserve the object of purchase for a period of five calendar days.

With payment by credit card the orderer explicitly authorises Ansmann AG to collect the due amounts at the time of shipment of the (if applicable first part of the) goods delivery.

With payment by SEPA direct debit the orderer shall grant Ansmann AG a SEPA basic mandate. The pre-notification of the precise time when the account will be charged will be given five days before the collection. The notification will be sent after shipment of the goods delivery with the invoice to the orderer.

With payment on account the orderer undertakes to settle the invoice amount within 14 days after shipment of the goods, without any deduction of cash discount.

With the shipment of the goods the invoice will be sent by e-mail, if no e-mail address has been deposited, by post, to the invoice address stated by the orderer.

If the orderer is in arrears with a payment for longer than one week or in case of a return debit note Ansmann AG reserves the right to assert damages due to default (debt collection charges, dunning fees, interest due to default, return booking charges).

The offsetting against payment claims of Ansmann AG is only permitted with claims that have been determined final and binding or which are undisputed.

Reservation of title

The object of purchase delivered to the orderer shall remain the property of Ansmann AG until the full payment of all objects of purchase delivered to the orderer by Ansmann AG.

Defects

Insofar as guarantees are acquired, the details can be derived from the respective guarantee conditions, which will be made available in a text form with the delivery at the latest. In case of defects to the delivered object of purchase, the orderer will be entitled to the statutory rights within the framework of the warranty/liability for defects triggered off by a possible guarantee. The statute-of-limitations for statutory claims due to defects is two years and will begin on the date of the delivery, i.e. receipt of the object by the orderer.

The statutory warranty claims of the orderer will not be limited by a guarantee. However, the special provisions from the following standard, 8 Limitation to liability shall apply to claims for damages of the orderer.

Limitation to liability

Claims of the orderer for damages are excluded. Excluded from this are claims for damages of the orderer from the injury to life, the body, the health or from the breach of essential contractual obligations (cardinal obligations) as well as the liability for other damages, which are due to a wilful or grossly negligent breach of obligation by Ansmann AG, its legal representatives or vicarious agents. Essential contractual obligations are those, for which the fulfilment is necessary in order to achieve the objective of the contract. With the breach of essential contractual obligations Ansmann AG shall be liable for the foreseeable damages that are typical for the contract if this was caused by simple negligence unless it concerns claims for damages of the orderer from an injury to life, the body or the health.

The limitations stipulated above shall also apply for the benefit of the legal representatives and vicarious agents of Ansmann AG if claims are asserted directly against these.

Instructions on rights of revocation /right to revocation

You are entitled to revoke this contract within 14 days without stating any reasons. The deadline for revocation is 14 days from the day, on which you or a third party named by you, which is not the carrier, took the (last) goods into possession.

In order to exercise your right to revocation you must inform us,

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by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) about your decision to revoke this contract. You can use the enclosed sample revocation form for this purpose, this is however not a stipulation.

In order to adhere to the deadline for revocation, it is sufficient if you send the notification about the exercising of the right to revocation before expiry of the deadline for revocation.

Consequences of the revocation

If you revoke this contract Ansmann AG has to repay you all payments, which Ansmann AG received from you, including the delivery costs (with the exception of the additional costs, which arise from the fact that you have chosen another type of delivery than the most reasonable standard delivery offered by us), immediately and no later than within 14 days from the day, on which the notification regarding your revocation of this contract was received by us. Ansmann AG shall use the same means of payment for this repayment that you used with the original transaction, unless explicitly otherwise agreed with you; in no way will costs be charged to you owing to this repayment.

Ansmann AG can refuse the repayment until it has received the goods again or until you have provided the proof that you have returned the goods, depending on which is the earlier time.

You have to return or hand over the goods to Ansmann AG immediately and in any case by no later than 14 days from the day, on which you inform Ansmann AG about the revocation of this contract. The deadline is adhered to if you send the goods before expiry of the deadline of 14 days. Ansmann AG shall bear the costs for the return shipment of the goods.

You must only pay for a possible loss in value of the goods if this loss in value is a result of a handling of the goods that is not necessary for inspecting the condition, properties and functioning of the goods.

Revocation information for hire purchase

-Right to revocation

You can revoke your contractual declaration within 14 days without stating any reasons. The deadline will begin after conclusion of the contract, however only after you have received all mandatory details according to Section 492 Par. 2 BGB [German Civil Code] (e.g. details concerning the type of the loan, details concerning the net loan amount, details concerning the contractual term). You will have received all mandatory details if they are contained in the official copy of your application that is determined for you or in the official copy of the contractual date that is determined for you or in a copy of your application or the contractual dead that is determined for you and such a document has been made available to you. You can be subsequently informed about mandatory details not recorded in the contractual text on a permanent data carrier; the deadline for revocation will then be one month. You are to be informed about the start of the deadline for revocation once again with the subsequently provided mandatory details. The timely sending of the revocation is sufficient in order to adhere to the deadline for revocation if the declaration is carried out on a permanent data carrier (e.g. letter, fax, e-mail).

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Special features with further contracts

If you revoke this loan agreement then you shall no longer be bound to the purchase contract either (hereinafter: associated contract).

If you are entitled to a right to revocation with regard to the associated contract then you shall no longer be bound to the loan agreement either with the effective revocation of the contract. The regulations laid down in the associated contract and the instructions on rights of revocation issued for this purpose shall be decisive for the legal consequences of the revocation.

Consequences of revocation

Insofar as the loan was disbursed already you have to repay this no later than within 30 days and to pay the agreed debit interest for the period of time between the disbursement and the repayment of the loan. The deadline will begin with the sending of the declaration of revocation. An interest amount of EUR 0.00 (nil) per day is to be paid for the period of time between the disbursement and repayment with the full drawdown of the loan. This amount shall be reduced accordingly if the loan was only partly drawn.

Special feature with further contracts

If you are entitled to a right to revocation with regard to the associated contract, in the event of the effective revocation of the associated contract claims of the lender for payment of interest and costs from the reversal of the loan agreement against you are excluded.

You are not obliged to return the object if the entrepreneur involved in the associated contract offered to pick the objects up. You will principally bear the direct costs for the return shipment of the goods. This shall not apply if the entrepreneur involved in the associated contract declared that it is willing to bear these costs, or if refrained from informing the consumer about the obligation to bear the direct costs of the return shipment. In case of contracts concluded outside of business premises, with which the goods were delivered to the consumer's apartment at the time when the contract was concluded, the entrepreneur undertakes to pick the goods up at its own costs if the goods are designed so that they cannot be returned by post.

If you cannot return the object handed over owing to the associated contract or partly not or only in a deteriorated condition, you have to accordingly pay reimbursement for the value. This shall, however, only be taken into consideration if the loss of value is a result of a handling of the goods, which was not necessary for inspecting the condition, the properties and the functioning of the goods.

Exclusion of right to revocation / prematurely lapse of the right to revocation

The right to revocation will not exist in case of contracts

- for the delivery of goods, which have not been pre-fabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly customised to meet the personal needs of the consumer.
- for the delivery of goods, which can spoil quickly or the expiry date of which would be exceeded quickly;

The right to revocation shall lapse prematurely with contracts

- for the delivery of sealed goods, which for reasons of the health protection or hygiene are not suitable for return if their seal was removed after the delivery;
- for the delivery of goods if these were inseparably mixed with other goods after the delivery owing to their condition;
- for the delivery of sound and video recordings or computer software in a sealed packaging if the seal was removed after the delivery.

Voluntary right to return

In addition to the statutory right to revocation of 14 days Ansmann AG will grant a voluntary right to return within a further 76 days. You can thus return goods acquired from Ansmann AG for 90 days after receipt to Ansmann AG.

The pre-requisite for the exercising of this right is that you have merely worn the goods for trying these on, tried these for the purpose of examining the condition, properties and functioning – as in a store – and return the goods in full, in their original condition and without any damages.

Place of jurisdiction/applicable law /language

The law of the Federal Republic of Germany shall apply exclusively to differences in opinion and disputes from this contract under the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The contract is exclusively concluded in the German language.

The sole place of jurisdiction with orders from merchants, entrepreneurs, legal entities under public law or special assets under public law is Ellwangen.

Consumer information relating to the disposal of waste electrical equipment, accumulators and batteries

Waste electrical equipment are to be separated from the other waste and waste batteries and waste accumulators, which are not firmly installed in the old appliance, are to be separated before the submission. Batteries and accumulators may not be disposed of in the house waste. You are obliged to return used batteries and accumulators by law. You can return the batteries after use either in our shipment warehouse (Ansmann AG, Industriestr. 10, 97959 Assamstadt) or at places in your direct vicinity (e.g. in the retail trade or in municipal collection centres) free of charge. Batteries and accumulators are designated with a waste container that has been crossed through as well as the chemical symbol of the harmful substance, namely „Cd“ for cadmium, „Hg“ for mercury and „Pb“ for lead. The enclosed symbol for marking electrical appliances and electronic devices stands for the separate entry of electrical appliances and electronic devices.

You can submit your waste electrical equipment free of charge at one of the municipal collection centres (recycling depots) in your vicinity. In addition to the submission at these collection centres you can also return the waste electrical equipment free of charge by dispatch by post. In order to receive a shipping label, please contact our customer service in advance under ansmann@onlineshop.de. Please pack the waste electrical equipment secure for transport. Use a stable package for this purpose and ensure that the contents cannot move freely. If required, filling material should be added. Please remove the waste batteries or waste accumulators which are not installed with the old appliance before packaging and sending the waste electrical equipment. Please additionally ensure that all personal data have been deleted.

Final provisions

Should one of the provisions be or become invalid in full or in part, the other provisions shall remain valid. A provision shall be deemed as agreed to replace the invalid provision, which shall as far as possible correspond with the commercial purpose intended by the parties with the missing or invalid provisions.



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