

General Terms and Conditions for Contracts with Consumers (§ 13 BGB)

These General Terms and Conditions (GTC) apply to all sales by Electrostar GmbH (“Seller”) to consumers within the meaning of Section 13 of the German Civil Code (BGB) (“Customer”).

I. General

1. the seller has commissioned and authorized the company U & W GmbH, Jakob-Wolf-Str. 26, 63179 Obertshausen (“U & W GmbH” or “vicarious agent”) to accept orders placed via this online store on behalf of the seller and to process the contract further, in particular to deliver and invoice the ordered goods and to make and receive all declarations relevant to the contract. Correspondence is therefore to be conducted exclusively with U & W GmbH
2. the presentation of the goods and download software in the shopping portal does not constitute a legally binding offer by the seller. By placing an order by clicking on the button “Order with obligation to pay”, the customer submits an offer to the seller to conclude a purchase contract. The subsequent confirmation of receipt of the order does not constitute acceptance of this offer. The contract is only concluded upon express acceptance or upon delivery of the goods. If a declaration of acceptance is not made within eight calendar days, the contract offer is deemed to have been rejected. The purchase price is due for payment in advance.
3. the customer can correct input errors in the order by not pressing the “Order with obligation to pay” button, but instead clicking on the previous pages in his browser window and correcting the order details such as order quantity, shipping address, shipping method, etc. in the respective input window. By clicking on the “shopping cart” symbol, the customer also has the option of removing individual items from the order at any time.
4. the contract language is German
5. the text of the contract is not saved. However, the customer has the option of printing out the order information at the end of the order process, which will also be sent to him again by e-mail after completion of the order, as well as the declaration of acceptance via the print function in the browser or e-mail client used.
6. the goods shall be delivered after receipt of payment within the delivery period specified for the respective item following receipt of full payment. The seller or the company U & W GmbH will inform the customer by e-mail or telephone about the delivery status (e.g. parcel dispatch, delivery notification). For this purpose, the seller and U & W GMBH are entitled to pass on the e-mail address and/or telephone number provided by the customer during the ordering process to the delivery company. The customer can object to such forwarding at any time without affecting the legality of the processing carried out up to the point of objection. Delivery to packing stations is excluded.
7. the European Commission provides a platform for online dispute resolution (OS), which can be found at <http://ec.europa.eu/consumers/odr/>. However, the seller is neither willing nor obliged to participate in such a dispute resolution procedure before a consumer arbitration board.

II Prices/shipping costs

1. all prices are exclusive of freight costs and payment costs and inclusive of statutory value added tax (VAT).
2. any shipping costs shall be borne by the customer. These depend on the shipping method, the payment method, the weight and the shipping destination. Information on the seller's shipping costs can be found under the link "Shipping costs".

III Warranty

1. the customer's warranty claims shall be governed by the statutory provisions, notwithstanding section VI.
2. the seller shall not be liable for warranty promises made by equipment manufacturers unless he himself is the manufacturer.

IV. Retention of title for the purchase of goods

1. the item sold shall remain the property of the seller until all claims to which the seller is entitled against the customer under this contract have been fulfilled. During this period, the item may not be sold, given away or lent.
2. the seller must be informed immediately of any destruction, damage or theft of the item during the period of retention of title. In such cases, the customer hereby assigns to the seller any claims against a damaging party or an insurance company for compensation due to destruction, damage or similar. The seller hereby accepts the assignment.
3. for the duration of the retention of title, the customer is obliged to treat the object of purchase with care.

V. Compensation/liability

1. if the customer has culpably not accepted the article contrary to his contractual obligation and despite the setting of a deadline by the seller and therefore owes the seller compensation, he must pay 15% of the purchase price (excluding VAT) as lump-sum compensation. The right of withdrawal to which consumers are entitled is not affected by this provision. Both parties have the right to prove that in individual cases no damage or lower or higher damage than the agreed lump sum has been incurred.
2. the liability of the seller and his vicarious agents for damages of the buyer is limited to intent and gross negligence. This limitation of liability does not apply to damages resulting from injury to life, body and health, nor to such damages resulting from the violation of rights which are to be granted to the customer according to the content and purpose of the contract or the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer regularly relies and may rely (cardinal obligations). Even in the case of slight negligence, the seller shall only be liable for foreseeable damage typical of the contract, with the exception of injury to life, limb or health.

VI Offsetting

The customer is only entitled to set-off if his claims have been legally established or are undisputed. This does not apply to warranty and contract fulfillment claims.

VII. Revocation

If the legal requirements are met, the customer has a right of revocation for such a purchase. The customer will be informed of the legal requirements for the existence and exercise of the right of withdrawal during the ordering process.

VIII Final provision

The invalidity of individual provisions of these GTC shall not affect the remaining provisions.

Status: August 2024