

General Terms of Delivery and Payment (Entrepreneurs - Consumers)

I. Scope

1. The following conditions of sale apply to the contract between the seller, the K-TOOLS.DE GmbH & Co. KG Hahnengasse 10, 89073 Ulm, Germany, district court Ulm HRA: 724386, represented by the managing director, Reimund Konopka and the buyer as a consumer, for the delivery of goods.
2. All agreements made between the seller and the buyer in connection with the purchase contract are laid down in the purchase contract, these conditions and the order confirmation of the seller.
3. Agreements made between the contractual parties in an individual case (including side agreements, additions and changes) shall in any case take precedence over these terms and conditions.
4. Information obligation acc. Consumer Dispute Settlement Act (§ 36 VSBG): The seller is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board.

II. Offer and conclusion of contract

1. The offers made by the seller are non-binding and without obligation, unless the seller has expressly designated them as binding in writing.
2. Illustrations, drawings and other documents belonging to the non-binding offers of the seller remain the property of the seller and are only approximately authoritative unless they have been expressly designated as binding by him.

III. Prices, terms of payment

1. The prices of the seller apply without transport costs unless otherwise agreed with the buyer. The VAT and packaging costs are included in the price.
2. If nothing else has been agreed with the buyer, the purchase price without deduction device of the buyer with a payment in default, the seller is entitled, from the relevant date, interest i.H.v. 5 percentage points above the respective base rate of the European Central Bank (ECB). The proof of a higher damage by the seller remains reserved.
3. The buyer is only entitled to offset, even if complaints or counterclaims are asserted, if the counterclaims have been legally established, recognized by the seller or are undisputed. The buyer is only authorized to exercise a right of retention if his counterclaim is based on the same sales contract.

IV. Delivery and service time

1. Delivery dates or deadlines that have not been expressly agreed as binding, are only non-binding information.
2. If the Seller culpably fails to meet an expressly agreed deadline or otherwise defaults, the Buyer must grant him a reasonable period of grace - starting from the date of receipt of the notice of default from the Seller or, in the case of the calendar. After fruitless expiry of this grace period, the buyer is entitled to withdraw from the contract.
3. The seller shall be liable in accordance with the statutory provisions, subject to the following limitations, if the contract is a fixed transaction or the buyer is entitled due to the delay in delivery for which the seller is responsible, to invoke the cessation of his interest in the performance of the contract ,
4. The seller shall be liable to the buyer in the event of delay in delivery in accordance with the statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of duty for which the seller is responsible. The seller is to blame for his representatives or vicarious agents. If the delay in delivery is not due to an intentional or grossly negligent breach of contract for which the seller is responsible, the liability of the seller shall be limited to the foreseeable, typically occurring damage.
5. If the delay in delivery for which the seller is responsible is due to the culpable violation of a material contractual obligation or a cardinal obligation, the seller shall be liable in accordance with the statutory provisions; In this case, the liability for damages is limited to the predictable, typically occurring damage.

6. The seller is entitled to partial deliveries and partial services at any time, as far as this is reasonable for the buyer.

V. Defects in title and title, liability

1. In the case of legitimate complaints, the seller shall be obliged to remedy the defect, excluding the rights of the buyer, or to reduce the purchase price, unless the seller is entitled to refuse supplementary performance as a result of the statutory provisions. The buyer has to grant the seller a reasonable period for supplementary performance.

2. The supplementary performance may be at the option of the buyer by elimination of the defect or delivery of new goods. During the subsequent performance, the reduction of the purchase price or the withdrawal from the contract by the buyer are excluded. The rework is considered as failed with the second futile attempt. If the supplementary performance has failed, the buyer can demand a reduction of the purchase price (reduction) or declare the withdrawal from the contract.

3. The buyer can only assert claims for damages to the following conditions due to the defect if the supplementary performance has failed. The right of the buyer to assert further claims for damages under the following conditions remains unaffected.

4. The seller is liable regardless of the following limitations of liability according to the statutory provisions for damage to life, limb and health, based on a negligent or intentional breach of duty by him, his legal representatives or his vicarious agents as well as for damages resulting from liability under the Product Liability Act and for all damages that are based on intentional or grossly negligent breach of contract and malice of the seller, his legal representatives or his vicarious agents. Insofar as the seller has given a quality and / or durability guarantee with regard to the goods or parts thereof, he is also liable under this guarantee. For damages based on lack of guaranteed quality or durability, but not directly on the goods, the seller is liable only if the risk of such damage is clearly covered by the guarantee of quality and durability.

5. The seller is also liable for damages caused by simple negligent breach of such contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on whose observance the buyer regularly trusts and can trust. The same applies if the buyer is entitled to damages instead of performance. However, the seller is liable only insofar as the damage is typically associated with the contract and foreseeable.

6. A further liability of the seller is excluded, regardless of the legal nature of the asserted claim; this also applies in particular to tort claims or claims for reimbursement of futile expenses instead of performance; this does not affect the liability of the seller in accordance with § 3 (3) of these General Terms of Delivery and Payment. As far as the liability of the seller is excluded or limited, this also applies to the personal liability of his employees, employees, employees, representatives and vicarious agents.

VI. Retention of title

1. The seller reserves ownership of the goods until receipt of all payments from the purchase contract.

2. The Buyer must immediately notify the Seller in writing (for example by e-mail) of all access by third parties, in particular of foreclosure measures as well as other encumbrances to his property. The Buyer shall reimburse the Seller for all damages and costs incurred as a result of a breach of this obligation and of necessary intervention measures against access by third parties.

3. If the buyer behaves in breach of contract, in particular if the buyer does not fulfill his payment obligation despite a reminder from the seller, the seller can withdraw from the contract after a reasonable advance deadline and demand the surrender of the goods still in his possession. In the withdrawal of the goods by the seller is a withdrawal from the contract. The buyer is responsible for all applicable freight costs. In the garnishment of the goods by the seller is always a withdrawal from the contract. The seller is entitled to recycle the goods for their recovery. The proceeds of the sale shall be credited to the liabilities of the seller minus reasonable costs of realization.

VIII. Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the last goods.

To exercise your right of withdrawal, you must contact us, the K-TOOLS.DE GmbH & Co. KG, Hahnengasse 10, D-89073 Ulm, by phone 0731-9727233 or by means of a clear statement, (eg a mailed by post Letter or fax: 0731-9727241 or e-mail: k-tools (at) gmx.com) about your decision to withdraw from this contract. You are welcome to use the sample withdrawal form provided by download below and then please complete it with your personal details accordingly. Of course, you are free to use this form at all.

In order to maintain the cancellation period, it is sufficient that you send the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

The right of revocation, unless the parties have agreed otherwise, not in the following contracts:

(a) contracts for the supply of goods which are not prefabricated and the manufacture of which is governed by an individual choice or determination by the consumer or which are clearly tailored to the personal needs of the consumer,

b) Contracts for the supply of goods, if, due to their nature, they were inseparably mixed with other goods after delivery.

Consequences of the cancellation

If you withdraw from this Agreement, we have selected all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery offered by us) have to repay immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For the repayment we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for this repayment fees. We may refuse to repay you until we have the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You have to return the goods to us immediately, in any case no later than fourteen days from the date on which you informed us of the cancellation of this contract (K-TOOLS.DE GmbH & Co. KG, Hahnengasse 10, D-89073 Ulm) or this directly to us. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the immediate costs of returning the goods. You must pay for any loss of value of the goods only if this is due to an unnecessary to check the nature, characteristics and functioning of the goods dealing with them.

End of revocation

IX. Final provision, applicable law

The relations between the contracting parties are governed exclusively by the law applicable in the Federal Republic of Germany. The application of the UN Sales Convention is excluded.