Conditions

Standard Business Terms and customer information

I. Standard business terms

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Steffen Lindner) via the www.belgischerbrocken.de website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A ‘consumer’ in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term ‘businessman’ refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products .

Our offers on the website are non-binding and are not a binding offer to conclude a contract.

(2) You can make a binding purchase offer (order) via the online shopping cart system. In doing so, the goods intended for purchase are stored in the "shopping cart". You can use the corresponding button in the navigation bar to call up the "shopping cart"" and make changes there at any time. After clicking the button "Checkout" or "Proceed to order" (or similar designation) and entering the personal data as well as the payment and shipping terms, the order data will finally be displayed to you as an order overview.
Before submitting the order, you have the option once more to review or change (you may also use the "Back" button on your web browser) any information on the order summary page, or to cancel the purchase.
By sending the order via the corresponding button ("order with obligation to pay", "buy" / "buy now", "order with obligation to pay" or similar designation) you submit a binding offer to us.

You then receive an automatically-generated email regarding the receipt of your order. This email does not yet lead to the conclusion of a contract.

(3) The acceptance of the offer (and with it, the conclusion of the contract) takes place within a period of 2 days via a textual confirmation (e.g. email) in which you receive confirmation (order acknowledgement) regarding the execution of the order or the delivery of the products in question.
If you have not received any corresponding message within this deadline, you are no longer considered to be bound to your order. Under such circumstances, any services that have already been provided are restored without undue delay.

(4) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 3 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

(3) If you are a businessman, the following conditions also apply:

a) We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes hands.

b) You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you as a result of the re-selling operation to us, and we accept the cession. Furthermore, you are authorised to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.

c) In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly-formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.

d) If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

§ 4 Warranty

(1) The statutory warranty rights are applicable.

(2) As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

(3) If a characteristic of the goods deviates from the objective requirements, the deviation shall only be deemed to be agreed if you were informed of the same by us before submitting

the contractual declaration and the deviation was expressly and separately agreed between the contracting parties.

(4) Insofar as you are an entrepreneur, the following shall apply in deviation from the above warranty provisions: **a)** Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other advertising, public promotions and statements by the manufacturer. **b)** In the event of defects, we shall, at our discretion, provide warranty by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your option, demand a reduction in price or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the goods or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to bear the increased costs arising from the transport of the goods to a place other than the place of performance, unless such transport is in accordance with the intended use of the goods. **c)** The warranty period shall be one year from delivery of the goods. The shortening of the period shall not apply - for culpable damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence; - insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item; - in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness; - in the case of statutory rights of recourse that you may assert against us in connection with rights arising from defects.

§ 5 Choice of law

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer’s usual place of residence is located (benefit-of-the-doubt principle).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. Customer information

1. Identity of the seller

Steffen Lindner
Pfarrhofstrasse 14
94405 Landau an der Isar
Germany
Telephone: +499951590734

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E-Mail: info@belgischerbrocken.com

We are willing, but not obliged, to participate in dispute resolution proceedings before consumer arbitration boards.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser’s print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

4. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

5. Prices and payment arrangements

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

5.3 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

5.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

6. Delivery conditions

6.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

6.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

If you are a businessman, the delivery and shipping operations take place at your own risk.

7. Statutory warranty right

Liability for defects is governed by the “Warranty” provisions in our General Terms and Conditions of Business (Part I).

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service.