

Terms and conditions of MaKant Europe GmbH & Co. KG

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1. Scope

The offered products are exclusively for commercial customers. Therefore, the §§ 312 b ff. (et seq.) of BGB (the German Civil Code) do not apply. A related withdrawal right of the purchaser does not exist.

For the business relationship between us and the customer (used term neutral in gender) there are valid only the following terms and conditions, in the version which was valid in the moment of order. The customer can see the terms and conditions at any time on the website www.makant-europe.de, where these conditions are available for permanent storage for the customer. We are always entitled to change and to complete these terms and conditions, including any attachments with a reasonable withdrawal period, and not being obliged to inform individually every customer.

2. Contracting party

The contractor is MaKant Europe GmbH & Co. KG. We conclude contracts only with unrestrictedly contractually capable natural persons who have reached the age of 18 or with legal persons. If these conditions are not met, the contract will not be concluded. As a consequence, we are entitled to demand the rescission of all services.

3. Conclusion of contract

The contract language is German. Written and verbal offers from us are subject to change and without obligation. The presentation of products in our online shop is a non-obligation online catalogue. Small deviations and technical changes to our illustrations or descriptions are possible within reason. The current catalogue is invalid with the publication of a new edition. By ordering, the customer agrees to

the terms and conditions. The order constitutes a binding offer to us to conclude a sales contract. The order is made by clicking the "order" button. The customer can click the „back" button of his browser to correct his entry. After completion of the ordering process, a prompt correction via phone or e-mail is also possible. The request lapses if we have not accepted it within 4 days.

The automatic acknowledgement of receipt of the order for our part does not constitute an acceptance. The acceptance by us follows by a written confirmation or execution of the delivery of the ordered goods. The specific ordering data will be sent via E-mail. Partial shipment are possible after agreement from the two parts. The customer also agrees to accept the ordered goods.

4. Terms of payment

There isn't a fixed minimum amount to order but sometimes you can find a minimum number of pieces to order. The prices to take into account are the prices displayed on the website at the time the order is placed. Limited special offers are excluded as those within the scope of the representation of the single goods in our Online Shop. All prices are subject to Value Added Tax or other taxes as dictated by Governing Law (currently 19 % in Germany) on the orders delivered. If your company is located in a EU or extra-EU country, you can avoid paying the German VAT if you provide a certification of your valid VAT-ID. Shipping costs are calculated separately. We generally deliver only against prepayment or Cash On Delivery. Purchase on account is possible for the existing customers upon consultation after a positive test of credit insurance. You can pay for the goods ordered by you by bank transfer, via SEPA, via PayPal, based on cash on delivery or cash payment at pickup. Our delivery and payment terms are stated in detail in the order form of our online shop.

5. Shipping conditions and costs

Place of performance of the contract is at our place of the business headquarters. The risk of accidental destruction or accidental deterioration passes with the shipment of the goods from us or the company entitled to deliver, to the customer. All deliveries take place after the reception of the invoice.

According to the German Law § 377 HGB the merchandise shipped is controlled and it is considered in compliance with the legislation.

The shipping costs for deliveries are calculated depending on the single items and the selected shipping address or country. The additional costs will be displayed during the ordering process before sending the order. An overview of the shipping costs within Germany, EU and worldwide countries rates are shown in detail on our website www.makant-europe.de under „shipping costs“. The delivery time depends on the availability of a product and the selected way of payment. We despatch available goods within 1-2 days in Germany, 2-4 days for EU countries (pallet or truck shipments take 1-3 days for delivery). Standard shipments is usually made within 14 days. If a delivery deadline is agreed, it begins in case of payment in advance by the customer generally with receipt of payment of the contractual amount, otherwise with order acceptance by us.

If the delivery deadline is not complied, the customer is entitled to put in writing a reasonable grace period with threat of refusal and after the unsuccessful expiration of the contract or performance of the contract to withdraw from the contract and/or to claim damages or to insist on the delivery.

We reserve the right to make a partial delivery if this is advantageous for a speedy processing and reasonable for the customer. The goods are properly packed by us, so that reliable transport is guaranteed.

6. Retention of title

The delivered goods are our property until complete payment. The customer may not transfer, transform or pledge the goods during this time without our consent, even if it is to secure. The customer is obliged to handle the goods with care during the period of retention of title. He has to inform us in writing immediately about the access by third parties, especially about compulsory execution measures, as well as about any damage or destruction of the goods. The customer has to inform us immediately about a change in ownership of the goods, as well as about any change of address.

The customer may resell the reserved goods within the ordinary course of business, but he may not transfer all resulting demands against his buyers to ensure our claims for payment in the amount owed to us. We accept this assignment and authorize the customer to collect the receivables from the resale. In the event of total or partial delay of the customer with one or more payments, the cessation of his payments or the applied insolvency proceedings, the customer may no longer dispose of the goods. We are entitled in such a case to ask for the reserved goods or to revoke the authority of the customer to collect the receivables from the resale.

Any processing and manufacturing processes carried out on the goods by the customer shall at all times be in our name and on our behalf. If the purchased item is combined with other items, we will acquire joint title to the new item in the proportion of the value. The same shall apply when the goods are mixed with other articles and items not owned by us.

7. Availability

Should we notice after conclusion of the contract that the ordered goods or services are no longer in stock without any fault, a supply by the manufacturer is not made, a delivery is not possible due to force majeure or unreasonable expenses, we are entitled to cancel the contract or to offer an equivalent product or service, similar in quality and price. The customer is immediately informed by us about the unavailability. We will promptly refund the payments already received after a cancellation of the contract by us or by the customer.

8. Resignation

We reserve the right to withdraw from the contract in case of false information about the creditworthiness of the customer. The same applies to breach of duty of care, delay of payment or requested insolvency proceedings in case of the delivered goods under proprietary-reservation, provided that an adherence to the contract is no longer reasonable.

9. Warranty

There is a warranty period of one year in case of a new product. For used goods, the warranty is excluded. This shall not apply to recourse claims of the company according to § 478 German Civil Code (BGB) and in case of injuries to life, body and health of the customer, as well as damages caused by us through wilful intent or gross negligence. The beginning of Warranty is generally the date of delivery. Within the warranty period we have the right to supplementary performance. The customer may demand the elimination of the defect or the delivery of a product which is free of defects. We reserve the right to refuse a supplementary performance in case of unreasonable costs or unreasonable effort. If the supplementary performance fails, which usually happens according to the Law after the second unsuccessful attempt, the customer is entitled to demand a reduction of the purchase price or withdraw from the contract or to demand compensation. A withdrawal from the contract is excluded if the defect is minor and insignificant.

In case of the claims, the date of purchase is usually evidenced by the bill, but it can also be proven otherwise. The claimed article should be sent – if possible – together with a copy of the bill and the RMA form accurately completed. The customer is asked not to send any unpaid shipments. It has no influence on his warranty rights. Additional costs appear this way, which have to bear the customer under certain circumstances. We will reimburse the costs, as long as we prove that the product is really damaged and not sabotaged on purpose.

We have to be informed in writing about defects within 14 days after the delivery. Otherwise, the warranty for these faults will not apply.

10. Liability

In case of slight negligence of any obligations of the contract, our liability is limited to average damages which are foreseeable, typical and directly related to the character of the merchandise purchased. To the extent that our liability is excluded or limited, this applies equally to the personal liability of our employees, legal representatives and vicarious agents.

The foregoing limitations on liability shall not apply if there exist claims of the customer arising from the product liability or warranty. They also do not apply in case of injuries to life, body and health of the customer, as well as damages caused by our wilful or gross negligence.

A liability for any typing errors cannot be assumed by us, despite the utmost care.

11. Set-off

The customer shall only be entitled to a right of set-off provided that his counter claims have been judicially determined or are uncontested.

12. Privacy policy

Your data will be processed and stored in compliance with the Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG). For a detailed reference to our privacy policy, please see the menu item "Privacy policy" on the website www.makant-europe.de.

13. Governing law

The law of the Federal Republic of Germany applies in exclusion of UN buying law (CISG).

14. Jurisdiction

If the customer is a merchant in the sense of the HGB (German Commercial Code) or a corporation under public law, the headquarter of MaKant Europe GmbH & Co. KG is agreed for all claims in connection with the business relationship as the place of jurisdiction. If the customer has no jurisdiction in Germany or moves its domicile or habitual residence outside the scope of the Code of Civil Procedure, or if his usual place of residence at the time of the complaint is not known, then the place of jurisdiction is Frankfurt am Main.

15. Final agreement

Should one or more provisions of these Terms and Conditions be invalid, it does not concern the validity of the remaining terms and conditions. The ineffective regulation is replaced by the relevant statutory provision. The rights of the purchaser under this contract are not transferable.

16. Information on waste battery regulation

You purchased from us a battery / accumulator or a battery-powered product. The battery life is very long, but it must be disposed some day. Therefore, according to the Law § 18 for battery waste, we suggest the following:

Consumers are legally obliged not to dispose of batteries in household waste. They have to be returned.

You can bring batteries to an appropriate collection point and return them free of charge.

You can also send the used batteries to MaKant Europe GmbH & Co. KG, Schlitzer Str. 8, D-60386 Frankfurt am Main, Germany.

Old batteries contain harmful substance and heavy metals for the surrounding people and places. They can contain valuable materials like iron, zinc, manganese or nickel which can be recycled. The batteries or accumulators containing harmful substances are marked with a wheeled bin and the name of the harmful substance.



The crossed out wheeled bin means: no batteries and rechargeable batteries in the household waste.

The characters under the wheeled bin are for:

Pb: battery/accumulator contains lead

Cd: battery/accumulator contains cadmium

Hg: battery/accumulator contains mercury

PRIVACY NOTICE

1. Our Privacy Policy complies with the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG).
2. We collect and process the personal data you provide us in our system and use it for the duration of the contract, i.e. for order processing and invoicing. Personal information means any information from which a person can be identified, directly or indirectly, in this case, your name, residential and business address, e-mail address, date of birth and bank account. Data will be passed on to companies retained for delivering ordered goods only to the extent that this is necessary for the complete order process. In case of purchase on account a credit assessment by credit insurance takes place. You have the right to object to this by sending a statement in writing, also via e-mail. Otherwise, the data are kept strictly confidential and not made available.
3. For the purposes of advertising, market research and for targeted offers we create and use anonymous user profiles. Your personal data will be used also for the purposes of our own marketing measures such as sending e-mails with general information or with an advertising character (newsletter). You have the right to object to this by sending a statement in writing, also via e-mail.
4. We provide free information about your stored personal data. You can also contact us at any time to correct, delete and block your data saved in our system.
5. We use cookies which are stored on your hard disc and they can be read only by our server again, when you establish a data connection to our server. The cookies are disabled after 24 months after the last contact with our server. You can set your browser so that it accepts the cookies automatically. It will inform you about sending cookies or preclude the use of cookies.

DECLARATION OF CONSENT

6. You hereby expressly consent to the collection, processing and use of your personal information you have provided us, by us to the above mentioned third parties, and also for the purposes of our own marketing to you as a customer, e.g. through setup of a customer file or sending a newsletter. You can, however, revoke such consent at any time with future effect by contacting in writing or per e-mail: info@makant.de.

Your MaKant Europe Team