

## General Terms and Conditions (A.) and Mandatory Information for Consumers (B.)

### A. General Terms and Conditions

#### § 1 Contractual Partner, Customer Service

All contracts are concluded with:

VanDeBord GmbH, Robert-Bosch-Straße 1, 63755 Alzenau, Germany

You can find more information about the provider in our [Legal Notice](#).

You can reach our customer service for questions, complaints and claims by calling +49 (0)6023 9296225.

#### § 2 Scope of Application

(1) These General Terms and Conditions of VanDeBord apply to all contracts that a customer concludes with VanDeBord. The inclusion of the customer's own terms and conditions is hereby objected to, unless otherwise agreed.

(2) Customers within the meaning of § 2 (1) are both consumers and entrepreneurs, whereby a consumer is any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to the natural person's commercial nor to the natural person's independent professional activity (§ 13 German Civil Code (BGB)). However, an entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of the natural or legal person's, or partnership's, independent professional or commercial activity (§ 14 German Civil Code (BGB)).

#### § 3a Conclusion of a Contract

(1) The presentation of products in the online shop serves the purpose of soliciting the submission of an offer to purchase. By clicking the "Buy now" button, you are making a binding purchase offer.

(2) We may accept your order by sending a separate order confirmation by e-mail or by delivering the goods within three days. Confirmation of receipt of the order is sent by automated e-mail immediately after the order is sent and does not constitute acceptance of the contract.

(3) Should our order confirmation contain typographical or printing errors or should our price determination be based on transmission errors for technical reasons, we shall be entitled to contest the order, whereby we must prove our error to you. Any payments already made will be refunded to you immediately.

#### § 3b Conclusion of a Contract for Orders via other Communication Channels

(1) The customer shall declare the customer's order wishes to VanDeBord. This constitutes the binding offer to conclude a purchase agreement. VanDeBord may accept this offer within three days.

(2) The customer receives the contractual documents by e-mail.

#### § 4 Prices

The prices stated on the product pages include the statutory VAT and other price components and do not include shipping costs.

#### § 5 Shipping Costs

(1) Shipping costs are charged in addition to the product prices according to § 4. The shipping costs are calculated according to the order value and the recipient country. The exact amount of the shipping costs can be found on the information page <https://www.vandebord.de/en/service/#shipping> and viewed in advance.

(2) In addition to the shipping costs pursuant to § 5 (1), payments from outside the European Union or deliveries to a country outside the European Union may incur further costs for which VanDeBord is not responsible. These shall be borne by the customer. These are, for example, costs for money transfers or import duties and taxes (e.g. customs duties).

(3) In the event of payment by cash on delivery, the customer shall pay an additional fee of EUR 4 including VAT, which shall be shown by VanDeBord on the invoice.

## § 6 Terms of Delivery, Reservation of Timely and Correct Supply of Incoming Goods

- (1) Delivery within Germany is usually made by DHL.
- (2) The delivery time shall be stated in the offer.
- (3) If all ordered products are not in stock, VanDeBord shall be entitled to make partial deliveries at VanDeBord's own expense, insofar as this is reasonable for the customer.
- (4) Should the delivery of the goods fail due to the customer despite three attempts at delivery, VanDeBord may withdraw from the contract. Any payments made will be refunded to the customer without delay.
- (5) If the ordered product is not available because VanDeBord has not been supplied with this product by VanDeBord's suppliers through no fault of VanDeBord's own, VanDeBord may withdraw from the contract. In this case, the customer will be informed immediately and, if necessary, the delivery of a comparable product will be suggested. If no comparable product is available or if the customer does not wish for a comparable product to be delivered, VanDeBord shall immediately reimburse the customer for any consideration already paid.
- (6) If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration in the case of sale by dispatch shall pass to the customer upon delivery of the goods at VanDeBord's place of business to a suitable transport person.

## § 7 Terms of Payment

VanDeBord offers the following payment options for deliveries, unless otherwise specified in the respective presentation of the product in the offer: Payment by invoice, payment in advance, credit card, PayPal, or cash on delivery.

### a.) Payment by invoice:

In this case, the customer pays the invoice via the payment service provider Unzer (Unzer GmbH, Vangerowstraße 18, 69115 Heidelberg, Germany). The customer pays after receipt of the invoice. The invoice amount is due for payment immediately upon receipt of the invoice. VanDeBord reserves the right to offer the payment method 'purchase on account' only up to a certain order volume and to reject this payment method if the specified order volume is exceeded. In this case, VanDeBord shall inform the customer of a corresponding payment restriction in the payment information in the online shop. To protect against debt defaults, a credit check is carried out concerning these customers. For this purpose, VanDeBord requires the customer's date of birth for verification.

b.) Payment in advance: In this case, the customer will receive VanDeBord's bank details in the order confirmation. VanDeBord will deliver the goods after receipt of payment. The customer is obliged to make payment in advance.

### c.) Payment by credit card:

In the case of payment by credit card, the customer's account will be debited after acceptance of the customer's offer.

### d.) Payment via PayPal:

The customer pays the invoice amount via the online provider PayPal (PayPal (Europe) S.à r.l. & Cie, S.C.A.). In order to use PayPal, the customer must be registered with PayPal and create a customer account where the customer's bank or credit card information is stored. After legitimation by way of access data, the customer can confirm the payment instruction to VanDeBord. The PayPal account will be debited with the corresponding amount. You will receive further instructions during the ordering process or at [www.paypal.de](http://www.paypal.de).

e.) Payment by cash on delivery: In the event of payment by cash on delivery, the customer shall pay an additional fee of EUR 4 incl. VAT, which shall be shown by VanDeBord on the invoice.

## § 8 Retention of Title

- (1) The goods shall remain the property of VanDeBord until payment has been made in full.
- (2) If the customer is an entrepreneur, the following shall apply in deviation from § 8 (1):
  - (a) VanDeBord retains ownership of the delivered goods until full payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even in the event that VanDeBord does not always expressly invoke this. In the event that the entrepreneur acts in breach of the contract, VanDeBord shall be entitled to take back the goods subject to retention of title.
  - (b) The entrepreneur is obliged to treat the reserved goods with care until ownership has passed to the entrepreneur.
  - (c) The entrepreneur is authorised to resell the reserved goods in the normal course of business. The entrepreneur hereby assigns to VanDeBord the claims arising from the resale of the goods subject to retention of title, namely to the amount of the final invoice amount (including VAT) of VanDeBord's claim. The assignment shall apply irrespective of whether the reserved goods have been resold without or after processing. The entrepreneur remains authorised to collect the claim even after the

assignment. The authority of the seller to collect the claim alone remains unaffected by this. However, VanDeBord shall not collect the claim as long as the entrepreneur meets the entrepreneur's payment obligations from the proceeds collected, is not in default or has not suspended payments.

(d) VanDeBord undertakes to release the securities to which VanDeBord is entitled at the request of the entrepreneur, insofar as their value exceeds the claims to be secured by more than 20%.

## § 9 Exclusion of the Right of Withdrawal

A right of withdrawal for consumers does not exist for contracts for the delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

## § 10 Transport Damage

(1) If goods are delivered with obvious transport damage, the customer is requested to please complain about such faults immediately to the delivery agent and to contact VanDeBord as soon as possible (telephone +49 (0)6023 9296225).

(2) Failure to make a complaint or to contact us shall have no consequences for the customer's statutory warranty rights. However, they help VanDeBord to be able to assert VanDeBord's own claims against the carrier or the transport insurance company.

## § 11 Warranty and Liability vis-a-vis Consumers

(1) If the purchased item is defective, the provisions of the statutory liability for defects shall apply, taking into account the following Paragraphs (2) and (3).

(2) Claims for defects are excluded if the defect only occurs after the expiry of one year from delivery of the goods. Defects occurring within one year of delivery of the goods may be claimed within the statutory limitation period.

(3) However, the reduction of the liability period according to Paragraph (2) to one year shall not apply to items which have been used for a building in accordance with their customary use and have caused its defectiveness, to claims for damages and reimbursement of expenses of the customer, as well as in the event that the seller has fraudulently concealed the defect.

(4) Liability shall be in accordance with the statutory provisions.

## § 12 Warranty and Liability vis-a-vis Entrepreneurs

(1) Warranty claims due to defects in the purchased item shall become statute-barred one year after the transfer of risk.

(2) However, the reduction of the liability period according to Paragraph (1) to one year does not apply to items which have been used for a building in accordance with their customary use and have caused its defectiveness, to new items in the case of recourse according to §§ 445a, 478 German Civil Code (BGB), to claims for damages and reimbursement of expenses of the customer, as well as in the case that the seller has fraudulently concealed the defect.

(3) The assertion of claims for defects presupposes that the entrepreneur has properly fulfilled the entrepreneur's obligations to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

(4) Insofar as the entrepreneur demands subsequent performance due to a material defect, the seller shall have the choice of the type of subsequent performance. (5) Insofar as VanDeBord delivers a replacement within the framework of subsequent performance, this shall not be deemed to be an acknowledgement of the claim for subsequent performance without further assessment. The delivery of a replacement is always made as a gesture of goodwill.

(6) Any warranty assumed by VanDeBord shall remain unaffected in any case.

(7) VanDeBord is liable in accordance with statutory provisions insofar as the entrepreneur asserts claims for damages that are based on intent or gross negligence, including intent or gross negligence on the part of VanDeBord's representatives or vicarious agents. Insofar as VanDeBord is not accused of intentional breach of contract, damages shall be limited to the foreseeable, typically occurring damages.

(8) VanDeBord is liable in accordance with statutory provisions insofar as VanDeBord culpably breaches an essential contractual obligation (obligations the breach of which jeopardises the achievement of the purpose of the contract) as well as a cardinal obligation (obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the compliance of which the entrepreneur regularly relies), but in each case only for the foreseeable damages typical for the contract. VanDeBord is not liable for the slightly negligent breach of obligations other than the aforementioned.

(9) Liability for culpable injury to life, limb or health and for claims arising from fraudulent conduct shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.



(10) Claims arising from a breach of duty by VanDeBord or VanDeBord's vicarious agents shall become time-barred one (1) year after the statutory commencement of the limitation period. This does not apply to claims arising from intentional or grossly negligent breach of duty by VanDeBord or VanDeBord's vicarious agents, to claims arising from negligent breach of material contractual obligations by VanDeBord or VanDeBord's vicarious agents, to damage to life, limb or health, to claims under the Product Liability Act, to claims arising from fraudulent conduct and to claims arising from assumed quality or durability guarantees.

(11) Unless otherwise stipulated above, liability is excluded.

### **§ 13 Applicable Law, Agreement on Jurisdiction, Contractual Language**

(1) For consumers and for other persons with their usual place of business or residence in a member state of the European Union (EU) or the European Economic Area (EEA) at the time of conclusion of the contract, the law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) For consumers with habitual residence in a state that is neither a member of the EU nor the EEA, the law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of German consumer protection law.

(3) Irrespective of this choice of law, the mandatory consumer protection law of the state in which the consumer has the consumer's habitual residence at the time of conclusion of the contract shall always also apply to consumers.

(4) If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be Aschaffenburg, Germany. The same shall apply if the customer does not have a general place of jurisdiction in Germany or the EU or if the customer's place of residence or habitual abode is unknown at the time the legal action is brought. The right to bring legal action before the court at another statutory place of jurisdiction shall remain unaffected.

(5) The contractual language is German.

### **§ 14 Special Conditions for Rental Agreements**

(1) Insofar as VanDeBord (owner) offers certain products to rent, the following provisions shall apply in addition to the previous provisions:

(2) The subject of the usage agreement is the rental of the product specified in the item description for the rental period selected by the customer.

(3) The rent is the final price including all taxes plus shipping costs.

(4) Obligations of the renter:

(a) The renter shall handle the rental object with care, in particular observe the instructions for the proper use of the rental object and use the rental object only for its intended purpose.

(b) The renter is liable to the owner for any damage to the rental object culpably caused by a breach of the duties of care and diligence incumbent upon the renter. The renter is not responsible for changes or deterioration of the rental object caused by the contractual use of the rental object. This applies in particular to parts subject to wear and tear. (c) The renter shall notify the owner of any defect in the rental object without delay, immediately by telephone and additionally in writing upon return of the rental object. If such notification is not provided, the renter shall compensate the owner for any resulting damages. Insofar as the owner cannot provide a remedy for this reason, the renter shall not be liable for any damage caused to the rental object or to other property as a result of the defect.

(d) Subletting or transfer to third parties is not permitted. The renter shall return the rental object to the owner at the end of the rental period in the condition in which the renter received it from the owner. If the renter does not return the rental object on time, the owner may demand the rent that would have been payable for the additional period according to the price calculation on the respective product page as compensation for the duration of the withholding. The assertion of further damages remains unaffected by this.

(5) Duties of the owner:

(a) The owner shall provide the rental object to the renter for unrestricted use for the period stated above in a condition suitable for use in accordance with the contract. The owner warrants that the owner is entitled to rent out the rental object.

(b) The owner shall hold the rental object ready for collection at the beginning of the rental period. The owner is not obliged to ship the rental object to a place other than the renter's place of residence or business. If the owner does so nevertheless, this shall be at the expense and risk of the renter.

(6) A right of withdrawal for consumers does not exist in these cases.

## **§ 15 Alternative Dispute Resolution pursuant to Art. 14 (1) ODR Regulation and § 36 Act on Alternative Dispute Resolution in Consumer Matters (VSBG):**

The European Commission provides a platform for online dispute resolution (ODR), which you can find at <https://ec.europa.eu/consumers/odr/>. We are not obliged to participate in a dispute resolution proceeding before a consumer arbitration board and are generally not prepared to do so.

## **§ 16 Voluntary Right of Return**

- (1) VanDeBord shall grant VanDeBord's customers a voluntary right of return on all sales of goods in accordance with the following provisions.
- (2) The right of return exists for 30 days from the respective receipt of the goods by the customer. The period begins on the day following delivery to the customer.
- (3) The return deadline shall be deemed to have been met if the customer, by telephone or e-mail within the deadline, declares the customer's wish to return the goods to VanDeBord and sends the goods to VanDeBord without any delay thereafter.
- (4) The right of return exists exclusively for unused, undamaged, complete (including accessories supplied) products, i.e. the customer must not have used the products as a registered owner.
- (5) The rental object must be returned in whole and undamaged, and the original packaging must be returned in an unblemished state as well. The customer bears the risk of the return shipment.
- (6) Costs of delivery (shipping costs to the customer): In this case, the customer will be reimbursed the normal costs of delivery if the goods were sent by post. In all other cases, no refund will be made. Any ancillary costs incurred for the shipment, such as customs duties and fees, will also not be reimbursed.
- (7) Return shipping costs (shipping costs to VanDeBord)
  - a.) Customers domiciled in a Member State of the European Union: In this case, the customer receives a free return label for the return by post. If the goods cannot be returned by post or if the return label is not used, the customer must bear the costs of the return.
  - b.) Customers not domiciled in a Member State of the European Union: In this case, the customer shall bear the return costs as well as any ancillary costs of the return, e.g. for customs duties and fees.
  - c.) Returns that are not free of costs will not be accepted. The costs incurred by VanDeBord due to such a return shipment will be deducted from the refund amount.
- (8) The customer is advised to return the products to us exclusively by way of insured dispatch and with secure outer packaging.
- (9) Once the right of return has been exercised and the rental object has been received by VanDeBord, the return request will be examined and the refund amount will be paid to the customer within 30 days of receipt by VanDeBord. Discounts granted at the time of purchase are non-refundable.
- (10) This voluntary right of return neither restricts nor modifies any statutory right of withdrawal that may exist for consumers. As long as the customer is entitled to both a right of withdrawal according to the statutory provisions and the contractual right of return, the customer has the choice whether to make use of the statutory right of withdrawal or of the voluntary right of return.
- (11) Furthermore, any statutory defect-related rights are not affected by the voluntary right of return.

## **§ 17 Sample Goods for Entrepreneurs**

- (1) If the entrepreneur (§ 14 German Civil Code (BGB)) receives sample goods for inspection, the entrepreneur shall return these to VanDeBord in the original packaging at the entrepreneur's own expense and risk.
- (2) If the sample goods are not returned, they will be invoiced to the entrepreneur according to market prices.

## **§ 18 Data Protection**

Detailed information about the scope of personal data processing at VanDeBord can be found in the separate [Privacy Policy](#).

## B. Mandatory Information for Consumers

### 1. Information on the Identity of the Entrepreneur

VanDeBord GmbH, Robert-Bosch-Straße 1, 63755 Alzenau, Germany  
You can find the Legal Notice at <https://www.vandebord.de/en/legal-notice>

### 2. Terms of Payment, Delivery and Performance

Information on this is available in the General Terms and Conditions and at <https://www.vandebord.de/en/service/#shipping>.  
There you will also find information about the countries to which VanDeBord delivers.

### 3. Procedures for Handling Complaints, Customer Service

The entrepreneur offers customer service via a service hotline: Monday through Friday 9 a.m. – 5 p.m., telephone: +49 (0) 6023 92 96 225 or via the following e-mail address: [pilot@vandebord.com](mailto:pilot@vandebord.com)

### 4. Liability for Defects

In the event of material defects or defects of title, the entrepreneur is liable in accordance with statutory provisions, unless a limitation of liability is standardised in the General Terms and Conditions.

### 5. Is there a right of withdrawal for consumers?

Information about an existing right of withdrawal, the conditions and deadlines for this, as well as the procedure for exercising the right of withdrawal is provided in § 9 of our General Terms and Conditions and separately during the ordering process before the order is sent. You will also receive the instructions for exercising the right of withdrawal following your order in the “order confirmation” e-mail.

### 6. Are there any costs for concluding the contract?

There are no separate costs for concluding the contract with the entrepreneur except for the telecommunication costs (in particular telephone, fax costs, costs of setting up an internet connection), which are the responsibility of the consumer.

### 7. What codes of conduct is the entrepreneur subject to?

The entrepreneur is not subject to any special codes of conduct.

### 8. Alternative Dispute Resolution pursuant to Art. 14 (1) ODR Regulation and § 36 Act on Alternative Dispute Resolution in Consumer Matters (VSBG)

The European Commission provides a platform for online dispute resolution (ODR), which you can find at <https://ec.europa.eu/consumers/odr/>. We are not obliged to participate in a dispute resolution proceeding before a consumer arbitration board and are generally not prepared to do so.

### 9. How does the shopping cart system work?

Customers can order via the integrated shopping cart system or via PayPal Express.

You can add products to the shopping basket without obligation by clicking the “Add to shopping basket” button. You can view your shopping cart at any time by clicking on the shopping cart symbol at the top right of the menu bar or by clicking on the “Edit shopping cart” button and, if necessary, remove products from the shopping cart again by clicking on the “X” button.

Order via the shopping cart system:

If you want to buy the products in the shopping cart, click the button “Checkout”. You will then be asked to enter your customer details if you do not already have a customer account with the seller. Next, you will select the payment and shipping method.

Orders via PayPal Express:

If you want to buy the products in the shopping cart, click the button “Direct to PayPal”. You will then be asked to log in to PayPal or enter your customer details there. After selecting the payment method, you will be redirected back to the seller on the order page, where you can view your order details once again.

### 10. When does my order become binding?

You can check the information you entered again on the order page. By clicking the “Buy now” button you will complete the ordering process. The process can be cancelled at any time by closing the browser window. On the individual pages you will find further information, e.g. on possibility to make corrections.

## **11. Do I have to register?**

After selecting the products, you will be asked to enter your data. The mandatory fields are marked with an asterisk (\*). Optionally, you can open a customer account and order for future orders after entering your user name and password without having to enter your address data again.

## **12. Is the text of the contract stored?**

We save the text of the contract. For security reasons, however, you do not have access to it. We therefore recommend that you save the text of the contract yourself. The order data and the General Terms and Conditions will be sent to you by e-mail.

## **13. How do I get Trusted Shops Buyer Protection?**

As a Trusted Shops member, we offer you the Trusted Shops Buyer Protection as an additional service. You only need to register during the ordering process. This money-back guarantee applies in the event of non-delivery, non-refund after return, and credit card misuse. For details, see <https://www.trustedshops.co.uk>.