

Customer informations and General Terms & Conditions

Seller

The contract shall enter into effect upon
doppler H. Würflingsdobler GmbH
CEO: Hermann Würflingsdobler
A.-Kolping-Str. 3
D-84359 Simbach am Inn

Phone: +49 (0) 08571 / 9122-351

Mail: shop@knirps.de

Tax ID no.: DE815015724

Register no.: HRB 7639

Register court: district court Landshut

Conclusion of the contract and ordering process

By clicking on the “Add to Shopping Cart” button, the selected items will be added to the basket. The ordering process takes place in the final step “Place Order”, in which all necessary data for processing the order will be collected and the General Terms & Conditions need to be confirmed as accepted by ticking the notice “I have read and understood the General Terms and Conditions of your shop”.

A summary of the order and contract data will then appear at the end of the ordering process. You will only submit a binding offer to purchase the goods in the basket once the order and contract data has been confirmed by clicking on the “buy” button.

A contract shall only enter into effect once written confirmation of the order has been issued by the seller.

Technical correction possibilities

All input data will be displayed in a confirmation window before clicking on the order button, where the customer can also correct the order before the contract is concluded by clicking on the arrow below to “remove” the product.

Storage of the contract text

The contract text of the respective contract formed between the seller and the customer is stored by the seller. The contract text is stored on the internal systems of the seller. The customer can view the General Terms and Conditions of Trade at any time on this page. The order data, cancellation policy and CIGTC are sent to the customer by e-mail. The contract text is available on the client's account after completion of the order.



Contract language

The contract language is German and English.

Revocation/Cancellation right

Consumers have a fourteen-day cancellation right. Details on your cancellation right can be found [here](#).

As a rule, you will be responsible for the costs of returning packaged goods.

However, as a gesture of goodwill, we will assume the costs of return delivery for goods that can be consigned as a parcel on condition that you use the return label that can be requested from us. If you do not use our returns label for goods that can be consigned as a parcel, you have to pay the costs of the return delivery.

You bear the costs of returning cargo goods amounting 45,00 €. We will pick up the goods from you.

Warranty rights

The buyer is entitled to statutory warranty rights. Deviating regulations from this are found in our general terms and conditions.

Indication of prices

The prices indicated in the Knirps Online Shop (in Euro) include the legal VAT, other price components and go with the respective shipping costs. The prices (€) obtain at the time of the order.

Payment

You can choose to pay in advance (bank transfer), by credit card, via PayPal, by immediate transfer (Sofortüberweisung), by Giropay or by invoice (billing address = delivery address; only GER and AUT).

If you select advance payment, we will provide our bank details in the order confirmation and deliver the goods after receipt of payment. When choosing payment by credit card, your account will be charged upon completion of your order. Invoices are due upon receipt of the goods. Additional costs for the individual payment methods will not apply.

Delivery costs

All delivery costs, in particular packaging costs, transport costs and delivery costs shall be borne by the customer, unless agreed otherwise. A list of the delivery charges is available [here](#).

If the delivery goes to a non-EU country, additional duties, taxes or fees may be payable by the customer. Not to the supplier, but to the customs or tax authorities in this particular country. The customer is advised to inquire about the details with the customs or tax authorities before placing an order. A VAT refund can be conducted towards a administration fee of € 35,00.

Delivery

Delivery is available within the Federal Republic of Germany (excluding the North Sea and Baltic Sea islands) as well as to the countries listed under shipping information.

All items offered are ready for immediate dispatch, unless expressly stated otherwise in the product description.

Delivery times are stated in the product description. With advance payments, they begin on the day following issue of the payment order to the transferring credit institution; with payments via PayPal, immediate transfer (Sofortüberweisung) and Giropay they begin on the day following the payment order; with payment by credit card they begin upon booking the purchase sum from the customer's account, and with payment by invoice, upon ordering the goods.

The delivery times end upon expiry of the last day of the fixed period. If the last day of the fixed period falls on a Saturday, a Sunday or a state-recognised bank holiday at the place of delivery, the following working day shall apply instead.

Note for display

Dear customers, we would like to inform you that the products shown in our online shop can lead to color variations (eg due to incorrectly calibrated pc screens). We are always striven to present the articles correctly in our online shop with the greatest possible care. For any discrepancies we want to apologize in advance and rely on your understanding.

Complaints management

For questions regarding the goods (e.g. availability, billing, receipt of payment), you can contact the seller. Keep your **order no.** ready (you find the order no. on your confirmation mail or on the sent documents).

Phone: +49 (0) 8571 / 9122-351

Mail: shop@knirps.de

(or use our contact form)



General Terms and Conditions

1. Contractual basis

1.1 All agreements that the customer forms with the seller are based exclusively on these GTCT. The customer expressly recognises this with the placement of the order.

1.2. A consumer is every natural person who concludes a legal transaction with a purpose that cannot be attributed either to their commercial or self-employed occupation.

1.3 A business owner is a natural person or legal entity or legally responsible partnership that exercises their commercial or self-employed occupation when concluding a legal transaction.

2. Delivery terms

If the seller incurs extra despatch costs on account of information about a false delivery address of a false addressee, then these costs will be reimbursed by the customer, except if he is not responsible for the false information.

3. Payment terms

3.1 All prices constitute retail prices including statutory turnover tax.

3.2 In the event of delayed payment, the customer will pay the seller default interest amounting to 5 percentage points above the basic rate of interest, if the customer is the consumer (sec. 13 of the German Civil Code (BGB)). If the customer is an independent contractor (sec. 14 BGB), the rate of default interest shall be 8 percentage points above the basic rate of interest.

3.3 Irrespective of paragraph 3.2, the seller reserves the right to prove that greater damages, as well as other damages, have been caused by the delay.

4. Reservation of ownership

Ownership of the goods remains with the seller until complete payment has been made.

5. Warranty

5.1 The legal provisions apply regarding the warranty, insofar as nothing divergent has been agreed in 5.2 and 5.3.

5.2 The period of limitation for claims under materials defect liability is 24 months and begins on surrender of the purchase item to the customer. If the customer is a business (§ 14 BGB) then the period of limitation is 12 months from surrender of the item.

5.3 By way of derogation from the statutory provisions, the warranty period for used items is one year from delivery of the goods. The shortened one-year warranty period does not apply to damages that are culpably attributable to the provider that arise from loss of life, physical injury or damage to health, or to damages that have been caused willfully, maliciously or through gross negligence on the part of the provider, as well as to claims according to sections 478 and 479 BGB.

6. Cancellation right

6.1 The cancellation right applies exclusively to consumers.

6.2 Irrespective of his cancellation right, the customer must carefully pack the goods for return delivery.

7. Limitation of liability

7.1 With the exception of injury to life, body and health and the breach of essential contractual duties (cardinal duties), the seller is liable only for damages that can be attributed to intentional or grossly negligent conduct.

This also applies for indirect consequential damages particularly such as loss of profits.

An essential contractual duty is one of which the fulfillment facilitates the performance of the agreement at all and on the fulfilment of which the contracting partner regularly depends and can be expected to depend.

7.2 Liability is limited to the damages typically foreseeable on formation of the agreement and otherwise to the sum of the average damage typical for the agreement other than in the case of intentional or grossly negligent conduct or in the case of damages as a result of injury to life, body and health and the breach of essential contractual duties (cardinal duties). This also applies for indirect consequential damages particularly such as loss of profits.

7.3 The liability from paragraphs 1 and 2 also applies accordingly in favour of the employees and vicarious agents of the seller.

7.4 Claims for liability on the basis of German product liability law are not affected.

8. Data protection

8.1 Personal data (e.g. title, name, address, telephone number, email address) shall only be collected, processed and stored in accordance with the provisions of German data protection law, in particular the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG).

8.2. As part of our data protection policy, we make supplementary information regarding data protection, such as the manner, scope and purpose of our collection and usage of personal data, available on shop.knirps.de.



9. Final provisions

9.1 The law of the Federal Republic of Germany applies to the exclusion of UN sale of goods law. Mandatory provisions of the state in which the customer is habitually resident are not affected.

9.2 The place of fulfillment is the head office of the seller if the customer is a trader.

9.3 If the customer is a trader, legal entity under public law or special fund under public law or if the customer has no general place of jurisdiction within Germany or if the residence of the customer moves abroad or is unknown at the time when the legal proceedings commence then the place of jurisdiction is the head office of the seller.

9.4 Should individual terms and conditions of this agreement be invalid or contravene statutory regulations then this shall not affect the remainder of the agreement.

10. Note on online settlement of dispute:

The EU-Commission will provide an internet platform for out-of-court online settlement of disputes („ODR-Plattform“) for online contracts. The ODR-Plattform is available under the following link: <http://ec.europa.eu/consumers/odr>

Note pursuant to § 36 para. 1 no. 1 VSBG – we (doppler, H.Würfingsdobler GmbH) are not obliged and do not take part in a dispute resolution proceedings before a consumer protection authority.

- End of the General Terms & Conditions -