

General Terms and Conditions and Customer Information

I. General Terms and Conditions

§ 1 Basic regulations

(1) The following terms and conditions apply to contracts that you conclude with us as a provider (B-SAFETY GmbH) via the Internet site www.b-safety24.com. Unless otherwise agreed we object to the inclusion of any terms and conditions of your own that you may use.

(2) Consumer in the sense of the following regulations is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activity. 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 his independent professional or commercial activity.

§ 2 Formation of the contract

(1) The subject of the contract is the sale of goods.

(2) Already with the placement of the respective product on our website we submit a binding offer to conclude a contract under the conditions stated in the item description.

(3) The contract is concluded via the online shopping cart system as follows:

The goods intended for purchase are placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button in the navigation bar and make changes there at any time.

After calling up the "Checkout" page and entering the personal data as well as the payment and shipping conditions, all order data will finally be displayed again on the order overview page.

If you use an instant payment system (e.g. PayPal / PayPal Express, Amazon Payments, Sofort) as a payment method, you will either be taken to the order overview page in our online store or you will first be redirected to the website of the instant payment system provider.

If you are redirected to the respective instant payment system, make the appropriate selection or enter your data there. Finally, you will be redirected back to our online store to the order overview page.

After submitting the order, you have the opportunity to check all the information again, change it (also using the "back" function of the Internet browser) or cancel the purchase.

By sending the order via the button "order with obligation to pay" you declare the legally binding acceptance of the offer, whereby the contract is concluded.

(4) Your requests for the preparation of an offer are non-binding for you. We will submit a binding offer in text form (e.g. by e-mail), which you can accept within 5 days.

(5) The processing of the order and transmission of all information required in connection with the conclusion of the contract is carried out by e-mail, partly automatically. You must therefore ensure that the e-mail address you have provided to us is correct, that the receipt of e-mails is technically guaranteed and, in particular, that it is not prevented by SPAM filters.

§ 3 Right of retention, reservation of title

(1) You may only exercise a right of retention insofar as it concerns claims arising from the same contractual relationship.

(2) The goods remain our property until full payment of the purchase price.

(3) If you are an entrepreneur, the following shall apply in addition:

(a) We retain title to the goods until all claims arising from the current business relationship have been settled in full. Prior to the transfer of ownership of the goods subject to retention of title, pledging or transfer of ownership by way of security shall not be permissible.

b) You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice that accrue to you from the resale, and we accept the assignment. You are further authorized to collect the claim. However, insofar as you do not properly meet your payment obligations, we reserve the right to collect the claim ourselves.

c) In the event of combination and mixing of the reserved goods, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.

d) We undertake to release the securities to which we are entitled at your request to the extent that the realizable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.

§ 4 Warranty

(1) The statutory rights of liability for defects apply.

(2) As a consumer, you are requested to check the item immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you fail to do so, this shall have no effect on your statutory warranty claims.

(3) Insofar as you are an entrepreneur, the following shall apply in deviation from the above warranty regulations:

a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the item, 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 item 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, provided that such transport does not correspond to 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 in accordance with their customary use for a building and have caused its defectiveness;
- in the case of statutory rights of recourse which you have against us in connection with rights arising from defects.

§ 5 Choice of law, place of performance, place of jurisdiction

(1) German law shall apply. In the case of consumers, this choice of law shall only apply to the extent that the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not thereby withdrawn (principle of favorability).

(2) The place of performance for all services arising from the business relationship with us and the place of jurisdiction shall be our registered office if you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same shall apply if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or habitual abode is unknown at the time the action is brought. The right to bring an action before the court at another statutory place of jurisdiction shall remain unaffected.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

II. customer information

Identity of the seller

B-SAFETY GmbH
Oststrasse 85
22844 Norderstedt
Germany
Phone: 00494053809270
E-mail: info@b-safety24.com

Alternative Dispute Resolution:

The European Commission provides a platform for out-of-court online dispute resolution (OS platform), available at <https://ec.europa.eu/odr>.

We are willing to participate in dispute resolution proceedings before consumer arbitration bodies.

2 Information on the conclusion of the contract

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities of correction are carried out in accordance with the regulations "Conclusion of the Contract" of our General Terms and Conditions (Part I.).

3. contract language, contract text storage

3.1 The contract language is German.

3.2 The complete text of the contract shall not be stored by us. Before sending the order via the online shopping cart system, the contract data can be printed out or electronically saved using the browser's print function. After receipt of the order by us, the order data, the legally required information for distance contracts and the General Terms and Conditions will be sent to you again by e-mail.

3.3 In the case of quotation requests outside the online shopping cart system, you will receive all contract data as part of a binding offer in text form, e.g. by e-mail, which you can print out or save electronically.

4. codes of conduct

4.1 We have subjected ourselves to the Buyer's Seal Quality Criteria of Händlerbund Management AG and thus to the Ecommerce Europe Trustmark Code of Conduct, which can be viewed at: <https://www.haendlerbund.de/de/downloads/kaeufersiegel/kaeufersiegel-zertifizierungskriterien.pdf> and <https://www.ecommercetrustmark.eu/the-code-of-conduct/>.

5. essential characteristics of the goods or service

The essential characteristics of the goods and/or services can be found in the respective offer.

6. prices and payment modalities

6.1 The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.

6.2 The shipping costs are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective offer, are shown separately in the course of the ordering process and are to be borne by you in addition, unless free delivery has been promised.

6.3 If the delivery is made to countries outside the European Union, additional costs may arise for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of credit institutions), which are to be borne by you.

6.4 Any costs incurred for the transfer of funds (transfer or exchange rate fees of the credit institutions) shall be borne by you in cases where the delivery is made to an EU member state but the payment was initiated outside the European Union.

6.5 The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

6.6 Unless otherwise stated in the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

7. terms of delivery

7.1 The terms of delivery, the delivery date and any existing delivery restrictions can be found under a correspondingly designated button on our website or in the respective offer.

7.2 Insofar as you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold item during shipment only passes to you upon delivery of the goods, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or any other person designated to carry out the shipment.

If you are an entrepreneur, the delivery and shipment shall be at your risk.

8. legal liability for defects

The liability for defects is governed by the provision "Warranty" in our General Terms and Conditions (Part I).

These General Terms and Conditions and customer information have been prepared by the lawyers of the Händlerbund specializing in IT law and are permanently checked for legal conformity. The Händlerbund Management AG guarantees the legal security of the texts and is liable in case of warnings. For more information, please visit: <https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>.

last update: 23.10.2019