

General Terms and Conditions



for the online shop of
Skanimport Flenner Autoteile GmbH, Märkische Str.18,42281 Wuppertal,
Managing Directors:
Jörn Flenner
Ulrich Flenner
Register Court Wuppertal Local Court HRB 9345
hereinafter referred to as "Skanimport"

1. General

All services provided by Skanimport for the buyer in Skanimport's online shop shall be provided exclusively in accordance with the General Terms and Conditions set forth below. Different provisions shall only apply if agreed in writing by Skanimport and the buyer.

The General Terms and Conditions shall apply irrespective of whether the buyer is a consumer, enterprise or trader.

The version of the General Terms and Conditions valid when the contract is concluded shall prevail.

We do not accept different terms and conditions of the buyer. This shall also apply if we have not expressly objected to their inclusion in the contract.

2. Conclusion of contract

2.1 Skanimport's offers on the internet are requests to interested parties without binding force to order goods in Skanimport's online shop. The presentation and promotion of articles in Skanimport's online shop do not constitute a binding offer to sell specific articles. In sending an order via the online shop, by clicking on the "Order now" button, the buyer is placing a legally binding order. The buyer shall be bound by the order for a period of two weeks after placing the order. This shall not affect any right according to paragraph 3 of these terms and conditions to revoke the order.

2.2 By ordering the required goods, the buyer is submitting a binding offer to conclude a sales contract.

2.3 Skanimport shall confirm receipt of the order in parallel with the dispatch of the ordered goods. Neither the order confirmation nor the receipt of an order by telephone shall constitute the legally binding acceptance of the offer by Skanimport. Skanimport shall only have accepted the offer when it has sent the goods to the buyer.

3. Right of revocation

If the buyer is a consumer (i.e. a natural person who places the order for a purpose which cannot be attributed either to the consumer's commercial or independent professional activity), the buyer shall have a right of revocation according to statutory provisions. If the buyer exercises the right of revocation, the buyer shall bear the costs of returning the goods as determined in further detail by the content of the revocation instructions set forth below.

Furthermore, the right of revocation shall be governed by the provisions specified below:

3.1 Revocation instructions

The buyer can revoke the declaration to conclude a sales contract within 14 days in text form (e.g. letter, fax, email) without stating the reasons or, if the goods are delivered to the buyer before the time limit expires, by returning the goods. The time limit shall begin after receipt of these instructions in text form but not before receipt of the goods by the consignee (in the case of recurring deliveries of similar goods not before receipt of the first partial delivery) and also not before we have fulfilled our duties to supply information according to Article 246 § 2 in conjunction with § 1 (1) and (2) EGBGB [Introductory Law of the German Civil Code] and our duties according to § 312 e (1) sentence 1 BGB [German Civil Code] in conjunction with Article 246 § 3 EGBGB. Timely dispatch of the revocation or return of the goods shall suffice to comply with the revocation period. Revocation must be addressed to:

Skanimport Flenner Autoteile GmbH, Märkische Str.18, D 42281 Wuppertal

Telefax 0049 (0) 202 - 283688 22

email: info@skanimport.de

3.2 Consequences of revocation

If revocation is valid, the services received by both parties shall be returned and, if applicable, any benefits derived shall be returned (e.g. interest). If the buyer is not in a position to return the service received to Skanimport in whole or in part or only in a deteriorated condition, the buyer must in this case, if applicable, pay Skanimport compensation. This shall not apply where goods are delivered, if the deterioration of the goods is determined only by their inspection, as would be possible for the buyer, for example, in a retail store. Furthermore, the buyer can avoid the duty to pay compensation for any deterioration, caused by use of the goods for their intended purpose, by not using the goods as if they were the buyer's property and refraining from doing anything that would impair the value of the goods. Goods suitable for dispatch by parcel post shall be returned at our risk.

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Bankverbindung:
Sparkasse Schwelm
Konto 38 331 BLZ 454 515 55
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USt-Ident.-Nr.: DE 812 377 211
Steuer-Nr. 131 591 007 30

The buyer shall bear the costs of returning the goods if the goods delivered correspond to the goods ordered and if the price of the goods to be returned does not exceed the amount of 40 € or, if the price of the goods is higher, the buyer has not yet paid the consideration or not yet made a contractually agreed partial payment at the time of revocation. Otherwise, the return of the goods shall be free of charge for the buyer. Goods not suitable for dispatch by parcel post shall be collected from the buyer. Obligations to refund payments must be fulfilled within 30 days. The time limit shall commence for the buyer when the buyer sends the declaration of revocation or returns the goods. The time limit for Skanimport shall commence when the declaration of revocation or the goods are received.

End of the revocation instructions

Information on statutory exemptions from the right of revocation

Please note the following:

A right of revocation shall not apply

- if the goods were manufactured according to customer specifications or were clearly custom made to the buyer's personal requirements or the nature of the goods makes them unsuitable to be returned;
- if, in the case of the delivery of audio or video recordings and software, the buyer has broken the seal of the data carriers supplied;
- in the other cases of § 312 d (4) BGB.

4. Delivery

4.1 All articles shall be delivered immediately if they are available in stock. We have the right to make partial deliveries.

Delivery shall be made both within Germany and to EU countries.

4.2 The delivery period within Germany is a maximum of 7 working days unless otherwise stated in the offer.

The delivery period for deliveries outside Germany is a maximum of 10 working days unless otherwise stated in the offer.

The following articles have a longer delivery period: bulky goods

The information under "delivery charges and delivery information" is also binding for the order.

4.3 If an article is not available in the short term, we shall inform the buyer about the expected delivery period by email if we have an address for the buyer. This shall not affect the buyer's legal rights.

5. Prices and delivery charges

All prices given in our online shop are gross prices including turnover tax at the legally valid rate. Delivery charges incurred are not included and shall be borne by the buyer.

The respective delivery charges are given in our online shop under "delivery charges and delivery information".

If we fulfil the order according to § 4.1 (2) by making partial deliveries, the buyer shall only incur delivery charges for the first partial delivery. If partial deliveries are made at the buyer's request, the buyer shall pay the delivery charges for each partial delivery.

6. Payment, retention of title

6.1 All prices specified are gross prices in euros which include value added tax at the legally valid rate currently of 19 %. Our prices valid on the ordering date shall apply.

Where delivery is made within Germany, the following terms of payment are possible:

a) Cash on delivery (COD)

(The buyer shall be obliged to pay the purchase price when the goods are delivered).

Deutsche Post AG makes an additional charge for COD deliveries currently of 6.28 € which the buyer has to pay.

b) Payment in advance

(The customer is obliged to pay the purchase price immediately after concluding the contract by transfer to our account).

If you make payment in advance, we will send you an email with the precise accounting data.

The buyer is therefore asked to enter an email address and/or telephone number on the order form so that we can contact the buyer. When making the bank transfer, the buyer is asked to state name, customer number and invoice number as reason for the transfer so that the incoming payment can be referenced to the buyer.

c) Direct debit

(The amount is debited 8 days after conclusion of the contract).

d) Invoice (only for regular customers)

(The buyer is obliged to pay the invoice amount within 30 days of receiving the goods).

d) For deliveries outside Germany, new customers shall pay in advance.

6.3 We shall retain title to the goods supplied until payment is made in full (right of retention according to §§ 158, 449 BGB).

The buyer shall notify us immediately of any measures to levy execution on goods subject to retention of title by third parties while providing the necessary documents to allow us to intervene. This shall also apply to impairment of any kind. Notwithstanding this, the buyer shall notify the third parties in advance of the existing rights to the goods.

6.4 The buyer shall treat and process or transform the delivered article always in the name of and on behalf of ourselves. In such case, the buyer's title to the delivered article shall continue in the transformed article. If the delivered item is processed with other objects that do not belong to us, we shall acquire co-ownership of the new article in the ratio of the objective value of our delivered article to the other processed objects at the time of processing. This shall also apply to mixing.

If mixing is carried out in such a way that the buyer's article is regarded as the principal article, it shall be deemed agreed that the buyer transfers co-ownership to us on a pro rata basis and holds the sole ownership or co-ownership thus created on our behalf in safe custody. In order to secure our claims against the buyer, the buyer shall also assign to us such claims which accrue to the buyer against third parties by connecting the goods subject to retention of title with real estate. We herewith accept this assignment.

6.5 We undertake, at the buyer's request, to release the securities to which we are entitled if their value exceeds the claims to be secured by more than 20 %.

7. Installation

Unless expressly agreed in individual cases, we shall not provide any advice and support on the installation of the delivered article.

We recommend urgently and in any case that the buyer arranges for the professional installation and proper maintenance of the delivered article in accordance with the manufacturer's instructions. After installation, functional testing and a safety inspection of all parts (if the nature of the part allows) must be carried out by qualified personnel.

Specifications for operating fluids and lubricants and all operating, maintenance and service instructions of the manufacturer must always be complied with. We shall assume no liability for damages caused by incorrect installation and/or operation or incorrect service or maintenance.

We draw the buyer's attention to the fact that such damages are in particular not defects of the delivered item. If an inspection shows that the damages or defects indicated are due to incorrect installation, service or maintenance, the buyer shall reimburse us in this case for the costs of inspecting and processing the incorrect notice of a defect.

8. Warranty

8.1 If the goods supplied have any material defects or defects of title, the buyer shall be entitled to all rights according to statutory provisions subject, however, to the proviso that the limitations and exclusions provided for in § 8 shall apply to damage claims or compensation for futile expenses.

8.2 Any seller's guarantees provided by us for certain articles or manufacturer's guarantees granted by the manufacturers of certain articles shall be valid in parallel to the claims for material defects or defects of title provided in 7.1. Details about the scope of such guarantees result from the guarantee conditions which are supplied, if any, with the articles.

We shall not be liable for defects due to incorrect handling, normal wear and tear or for defects caused by third parties. If goods are repaired by the buyer itself or by third parties without our written consent, the warranty claim against us shall lapse. If the goods are damaged in transit, we ask the buyer to report the damage to the carrier (delivery service) immediately. We also ask the buyer to assert any other visible damage in transit to us immediately in writing after receiving the goods. Failure to give notification in respect of defects shall not, however, have any consequences for the statutory rights of the buyer. Statutory provisions shall also apply.

9. Liability

9.1 We shall be liable in cases of intent or gross negligence according to statutory provisions. Liability for guarantees is regardless of fault. In the case of slight negligence, we shall be liable solely according to the provisions of the Produkthaftungsgesetz [German Product Liability Act] for physical injury, injury to life, or health or for violation of material contractual obligations. A damage claim for violation of material contractual obligations due to slight negligence is, however, limited to foreseeable damage typical of the contract unless liability is for physical injury, injury to life or health. We shall be liable to the same extent in the case of the negligence of vicarious agents and representatives.

If we are liable for damages, we shall only be obliged with respect to the buyer to reimburse costs incurred by the buyer to remedy the damage at a maximum cost rate of 50.00 € per working hour as well as any other costs to remedy the damage (duty of the buyer to minimise damage). We are prepared to provide the buyer with the opportunity of having the damage remedied at a maximum cost rate of 50 € per working hour.

9.2 The stipulation in paragraph 8.1 above covers damages in addition to performance, damages instead of performance and compensation for futile expenses, for whatever legal reason, including liability due to defects, default or impossibility.

10. Data protection

Our privacy statement can be called up under "Privacy Statement" at www.skaniimport.de

11. Copyright

All external logos, images and graphics published on this website are the property of the relevant companies and are subject to the copyright of the relevant licensors. All photos, logos, texts, reports, scripts and programming routines on this website, which are our own developments or edited by us, may not be copied or otherwise used without our consent. All rights reserved.

12. Links to other websites

If our website contains links to third-party websites, we have no control over their content. According to court rulings, the operator of a website may, by linking its website to third-party websites, have co-responsibility for the content of the linked sites. This can only be prevented, according to court rulings, by the operator expressly dissociating itself from the content of these sites. We therefore expressly dissociate ourselves from all content of all linked sites on our website (home page). This statement applies to all links contained on our web site.

We therefore assume no liability for the content of these third-party websites. The respective provider or operator of the sites shall be responsible at all times for the content of the linked sites.

The content of the linked sites was checked for any violations of the law when the external link was created. No violations of the law by their content were apparent at that time. The provider cannot be reasonably expected to monitor continuously the content of external links without specific reason to suspect violations of the law. However, if we become aware of any violations of the law, we shall remove such external links immediately.

13. Final provisions

Application of the UN Sales Convention is excluded. The law of the Federal Republic of Germany shall apply unless otherwise agreed. The placement of an order constitutes acceptance of our General Terms and Conditions. If any provision of these General Terms and Conditions is invalid, for whatever reason, this shall not affect the validity of the remaining provisions.

An invalid provision shall be replaced by a relevant statutory provision.

If the buyer has no general place of jurisdiction in Germany or in another EU member state, the sole place of jurisdiction for all disputes hereunder shall be the location of our registered office.

Note on the Batteriegesetz [German Batteries Act]

As we sell batteries and accumulators resp. such equipment containing batteries and accumulators, we are obliged according to the Batteriegesetz (BattG) to draw the attention of the buyer to the following:

The buyer may not dispose of batteries and accumulators with household waste. The buyer is obliged by law to return used batteries and accumulators. Spent batteries can contain pollutants which, if not properly stored or disposed of, can harm the environment or human health. Batteries also contain important raw materials such as iron, zinc, manganese or nickel and are recycled.

The buyer can return batteries and accumulators to us after use or dispose of them free of charge at a collection point (e.g. store or local collection point).

The symbol of a crossed-out dustbin shown below, which is found on batteries and accumulators and products containing batteries and accumulators, indicates that batteries and accumulators must not be disposed of with household waste.

(Pb,Cd, Hg)

Symbols below this sign have the following meaning:

Pb: battery contains lead

Cd: battery contains cadmium

Hg: battery contains mercury