

Terms & Conditions and Customer Information

1. Scope

1.1 These Terms & Conditions ("T&C") of Webcraft GmbH ("Seller"), are valid for all contracts for delivery of goods between a consumer or entrepreneur ("Customer") and the Seller regarding products offered in the Seller's online shop. A Customer's own terms are not applicable unless otherwise agreed upon.

1.2 A consumer, in the context of these T&C, is any natural person entering into a legal transaction for a purpose that can be attributed neither to a commercial nor a self-employed occupational activity. An entrepreneur, in the context of these T&C, is a natural person or legal entity, or partnership with legal capacity entering into a legal transaction for a purpose that can be attributed either to a commercial or independent activity.

2. Conclusion of the contract

2.1 The product descriptions outlined in the Seller's online shop do not constitute binding offers on the part of the Seller but serve the submission of a binding offer on the part of the Customer.

2.2 The Customer can submit the offer via the online order form integrated in the Seller's online shop. After placing the selected products in the virtual shopping cart and passing through the electronic ordering process, the Customer clicks on the final button that concludes the order transaction. Thereby, the Customer submits a binding contract offer with regard to the products contained in the shopping cart. Furthermore, the Customer may also submit the offer to the Seller via telephone, e-mail or mail.

2.3 The Seller may accept the Customer's offer within five days

- by sending the Customer a written or electronic order confirmation in text form (mail, fax or e-mail), whereby the delivery of the order confirmation to the Customer is relevant, or
- by sending the ordered products to the Customer, whereby the delivery of the products to the Customer is relevant, or
- by asking the Customer for payment after his/her submission of the order.

If several of the above-mentioned alternatives exist, the contract becomes effective once one of the above-mentioned alternatives occurs. The period to accept the offer begins on the day after the customer's submission of the offer and expires at the end of the fifth day following submission of the offer. If the Seller does not accept the Customer's offer within the above mentioned time frame, it counts as a refusal of the offer with the consequence that the Customer is no longer bound by his/her declaration of intent.

2.4 When selecting one of the payment methods offered by PayPal, handling of payments will be carried out by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal"). PayPal terms of use apply and can be reviewed at <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>. If the Customer does not have a PayPal account, terms of use for payments without a PayPal account apply and can be reviewed at <https://www.paypal.com/us/webapps/mpp/account-optional>. If the Customer pays by a PayPal offered payment method selectable during the online ordering process, the Seller accepts the offer of the Customer at the time the Customer clicks the final button that completes the ordering process.

2.5 When selecting the payment method "Amazon Payments", payments are handled by the provider Amazon Payments Europe s.c.a., 5 Rue Plaetis, L-2338 Luxembourg (hereinafter "Amazon"). The Amazon Payments Europe User Agreement applies, which can be reviewed at <https://payments.amazon.co.uk/help/201212430>. When the Customer selects "Amazon Payments" as the method of payment during the online order process, he/she issues a payment authorisation to Amazon by clicking the button that concludes the order process. In that case, the Seller accepts the offer of the Customer at the time the Customer triggers the payment process by clicking the final button that completes the ordering process.

2.6 When the Customer submits the offer via the Seller's online order form, the Seller saves the contract wording and sends it to the Customer in text form (e.g. e-mail, fax or letter). The seller will not provide any releases of the contract wording other than those mentioned above. The contract wording will be archived on the Seller's Internet site and can be accessed free of charge by the Customer via his/her password-protected customer account, as long as the Customer created a customer account on the Seller's online shop before submitting the order.

2.7 Before submitting a binding order via the Seller's online order form, the Customer may recognise possible input errors by carefully reviewing the information presented on the screen. An effective tool to better recognise input errors is the enlargement function of the browser, which can enlarge the information on the screen. Throughout the electronic ordering process, the Customer can continuously adjust his/her entries via conventional keyboard and mouse functions until selecting the button that concludes the ordering process.

2.8 The following languages are available for concluding the contract: German, English, French, Dutch, Italian, Spanish.

2.9 Order handling and communication is usually carried out via e-mail and automated order processing. The Customer has to ensure the accuracy of the e-mail address indicated during the ordering process in order to receive e-mails sent to this address by the Seller. Particularly when using SPAM filters, the Customer has to ensure that all e-mails from the Seller or third parties associated with the order handling can be delivered.

3. Right of Withdrawal

3.1 Consumers are generally entitled to the right of withdrawal.

3.2 Further information regarding the right of withdrawal are contained in the Seller's cancellation policy.

3.3 The right of withdrawal does not apply to consumers who, at the time of the conclusion of the contract, do not belong to a member state of the European Union and whose sole residency and delivery address is outside of the European Union at the time of the conclusion of the contract.

4. Prices and payment terms

4.1 If not stated otherwise in the Seller's product description, the indicated prices are considered total purchase prices containing the statutory value-added tax. Potential additional shipping costs are stated separately in the respective product description.

4.2 Deliveries to countries outside the European Union might lead to additional costs, which the Customer and not the Seller has to cover. Such costs might include fees for money transfers via financial institutions (e.g. transfer charges, exchange fees) or import-related fees or taxes (e.g. customs duty). With regard to money transfers, such costs can be incurred even if the delivery does not occur in a land outside of the European Union, but the Customer makes the payment from a country outside of the European Union.

4.3 The payment option(s) is/are stated in the Seller's online shop.

4.4 If 'prepayment via bank transfer' is agreed upon, payment is due immediately after the conclusion of the contract as long as the parties have not agreed upon a later due date.

4.5 When the payment method "SOFORT" is selected, the payment transaction occurs via the service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (thereafter "SOFORT"). To be able to pay the invoice amount via "SOFORT", the Customer must possess an online banking account that is activated for the participation in "SOFORT". The Customer has to enter the necessary credentials during the payment transaction and confirm the payment authorisation with "SOFORT". Immediately thereafter, the payment transaction will be carried out by "SOFORT" and the Customer's bank account will be charged. More information about "SOFORT" can be found at <https://www.klarna.com/sofort/>.

4.7 When selecting the payment method "purchase on account", the invoice amount is due after the goods have been delivered and invoiced. In this case, the invoice amount has to be paid within 14 (fourteen) days (private customers), and 30 (thirty) days (business customers) after receipt of the invoice without deductions, as far as no other terms were agreed upon. The Seller reserves the right to offer the payment method purchase on account only up to a certain order volume and to deny this payment method when the indicated order volume has been exceeded. In this case, the Seller will inform the Customer in the online shop's payment information section about such a payment restriction. The Seller further reserves the right to perform a credit check when the payment method purchase on account is selected, and deny this payment method in case of bad credit.

5. Delivery and shipping terms

5.1 Product delivery is carried out via shipment to the delivery address indicated by the Customer unless otherwise agreed upon.

5.2 If the delivery of the goods fails for reasons within the Customer's responsibility, the Customer will bear the reasonable costs incurred by the Seller as a result thereof. This does not apply to shipping costs if the Customer effectively exercises his/her right of withdrawal. For return charges, if the Customer effectively exercises his/her right of withdrawal, the Seller's cancellation and refund policy applies.

5.3 If the Customer acts as an entrepreneur, the risk of accidental loss or deterioration of the sold products is transferred to the Customer once the Seller handed over the goods to the shipper, freight carrier or another person or institution charged with carrying out the shipping. Generally, if the Customer acts as a consumer, the risk of accidental loss or deterioration of the sold products is transferred to the Customer or a person authorised to take delivery not until they are handed over. Deviating thereof in the case of consumers, the risk of accidental loss or deterioration of the sold products is already transferred to the Customer once the Seller handed over the goods to the shipper, freight carrier or another person or institution charged with carrying out the shipping authorised by the Customer.

5.4 The Seller reserves the right to withdraw from the contract in case of incorrect or improper delivery by the Seller's supplier. This applies only if non-delivery is not the Seller's fault and the Seller entered into a transaction with the supplier with reasonable care and prudence. The Seller will undertake all reasonable efforts to obtain the products. In case of nonavailability or only partial availability of the products, the Customer will be notified and reimbursed immediately.

5.5 For logistical reasons, pickup by the Customer is not an option.

5.6 We deliver to all countries listed in our delivery terms.

6. Reservation of title

6.1 With regard to consumers, the Seller retains the title to the delivered goods until full payment of the owed purchase price is received from the consumer.

6.2 With regard to entrepreneurs, the Seller retains the title to the delivered goods until all accounts receivable from an ongoing business relationship are settled.

6.3 If the Customer acts as an entrepreneur, the Customer shall undertake to sell the goods that are subject to the reservation of title only in the usual course of business. The Customer assigns all resulting receivables from third parties in the amount of the respective invoice value (including value added tax) to the Seller in advance. This assignment applies irrespective of the goods being resold without or after further processing. The Customer remains entitled to the collection of receivables even after the assignment. The authority of the Seller to collect the receivables himself remains unaffected. The Seller will not collect receivables as long as the Customer keeps up with his payment obligations to the Seller, does not default on his payments, and no insolvency proceedings are opened.

7. Warranty for defects (guarantee)

If a product is defective, the regulations of the statutory warranty for defects apply. Deviating thereof, the following applies:

7.1 If the Customer acts as an entrepreneur,

- an immaterial defect does not justify a warranty claim,
- the Seller can choose the type of supplementary performance,
- the statute of limitations for defects on new goods is one year from delivery of the goods,
- warranty rights and claims for used goods are generally excluded,
- the statute of limitations does not begin anew if a replacement was provided as part of a warranty claim.

7.2 If the Customer acts as a consumer, the following applies with the limitation of the following paragraph: Warranty claims are excluded if the defect occurs more than one year after delivery of the product. Defects occurring within one year of product delivery can be claimed within the statutory limitation period.

7.3 The warranty and statute of limitations outlined in the preceding paragraphs do not apply

- to objects that were not used in accordance with their intended use for a structure, causing the deficiency of said structure.
- to claims for damages and reimbursement of expenses by the Customer as well as
- in case the Seller fraudulently concealed the defect.

7.4 Furthermore, for entrepreneurs, the statute of limitations for the right of recourse in accordance with § 445b BGB (German Civil Code) are not affected.

7.5 If the Customer acts as a merchant in accordance with § 1 HGB (German Commercial Code), he is subject to the commercial "examination and notice of non-conformity" in accordance with § 377 HGB. If the Customer fails to adhere to the stated obligation to notify, the goods are deemed accepted.

7.6 If the Customer acts as a consumer, he/she is asked to file a complaint with the delivery agent and inform the Seller of obvious transportation damages to delivered goods. Failure to do so has no effect on the Customer's statutory or contractual warranty claims.

7.7 If the supplementary performance is carried out in the form of a replacement, the Customer is responsible for returning the previously delivered goods within 30 days and at Seller's expense. The return of defective goods must be in accordance with statutory regulations.

8. Liability

The Seller is liable to the Customer for all contractual, quasi-contractual, statutory, and also tortious claims for damages and expense reimbursements as follows:

8.1 The Seller has unlimited liability on all legal grounds

- as a result of premeditation or gross negligence,
- as a result of negligent or deliberate injury to life, body or health,
- based on a promise of guarantee, provided there are not other regulations to this effect,
- based on mandatory liability, such as according to the law on product liability.

8.2 If the Seller negligently breaches a fundamental contractual obligation, the liability is limited to direct losses foreseeable and typical for this type of contract, provided that there is no unlimited liability in accordance with paragraph 8.1. Fundamental contractual obligations are obligations that the Seller needs to adhere to in order to fulfil the purpose of the contract. The Customer may routinely trust that those obligations are being observed by the Seller.

8.3 Incidentally, the Seller is excluded from liability.

8.4 Preceding liability regulations also apply to the Seller's liability for his auxiliary persons and legal representatives.

9. Redemption of promotional vouchers

9.1 Vouchers that the Seller offers free of charge for promotional purposes for a certain validity period and cannot be purchased by the Customer (hereafter "promotional vouchers"), can only be redeemed in the Seller's online shop and during the indicated time frame.

9.2 Individual products may be excluded from the promotion if the restriction is indicated in the content of the promotional voucher.

9.3 Promotional vouchers can only be redeemed prior to the completion of the ordering process. A later allocation is not possible.

9.4 Several promotional vouchers may be redeemed in one order.

9.5 The value of goods has to be at least the value of the promotional voucher. The Seller will not refund a balance.

9.6 If the value of the promotional voucher is not sufficient to cover the total order value, another method of payment offered by the Seller can be selected to cover the balance.

9.7 The balance of a promotional voucher will not be paid out in cash and is not interest-bearing.

9.8 The promotional voucher will not be refunded if the Customer uses his statutory right of withdrawal to return goods that have been paid for in part or full with the promotional voucher.

9.9 The promotional voucher can only be redeemed by the person who is named on the voucher. A transfer of the promotional voucher to a third party is impossible. The Seller is allowed, but not obligated, to verify the material entitlement of a voucher holder.

10. Applicable law

10.1 For all privity of contract the law of the Federal Republic of Germany applies, excluding the laws on the international sale of goods. For consumers, those laws apply only insofar as the protection of the constitutional law in the state where the consumer has his habitual abode doesn't override them.

10.2 Furthermore, this choice of law, with regard to the statutory right of withdrawal, does not apply to consumers who, at the time of the conclusion of the contract, do not belong to a member state of the European Union and whose sole residency and delivery address is outside of the European Union at the time of the conclusion of the contract.

11. Place of jurisdiction

If the Customer acts as a merchant, legal person under public law or special fund under public law based in the sovereign territory of The Federal Republic of Germany, the exclusive place of jurisdiction for all disputes from this contract is the Seller's place of business. If the Customer is based outside of the sovereign territory of The Federal Republic of Germany, the exclusive place of jurisdiction for all disputes from this contract is the Seller's place of business, if the contract or claims from the contract can be attributed to the Customer's occupational or commercial activities. Considering the preceding cases, the Seller has the right, however, to go to court at the Customer's place of business.

12. Alternative Dispute Resolution

12.1 The European Commission provides a platform to assist with online dispute resolution: <https://ec.europa.eu/consumers/odr>

This platform should facilitate extrajudicial settlement of disputes arising from online purchases or contractual disputes that involve a consumer.

12.2 The Seller is not obligated nor committed to participating in a dispute resolution procedure before a consumer arbitration board.

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