

# General Terms and Conditions (GTC)

For online trade

## 1. scope of application

The following terms and conditions apply to all orders placed via our eBay shop and online shop at [www.rohm-werner.com/shop](http://www.rohm-werner.com/shop) by consumers and entrepreneurs. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession.

An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, is acting in the exercise of their commercial or independent professional activity. These General Terms and Conditions also apply to future business relationships with entrepreneurs without us having to refer to them again. If the entrepreneur uses conflicting or supplementary general terms and conditions, their validity is hereby rejected; they shall only become part of the contract if we have expressly agreed to them.

## 2. Contractual partner, conclusion of contract

### 2.1 Contractual partner

The purchase contract is concluded with

Rohm und Werner GmbH  
Bahnhofstraße 15  
36391 Sinntal

Commercial register: Amtsgericht Hanau HRB 90199  
Managing Director: Ralph Rohm

You can reach our customer service for questions, complaints and objections Mo-Fr 8:00 am - 4:00 pm by calling 0049 (0) 6664 / 919070 or by e-mail at [info@rohm-werner.com](mailto:info@rohm-werner.com).

### 2.2 Online-Shop

The presentation of the products in the online shop does not constitute a legally binding offer, but an invitation to order. Errors excepted.

By clicking on the "Buy" button, you place a binding order for the goods listed on the order page (shopping basket). After receipt of your order, you will receive a confirmation of receipt by email. This confirmation of receipt of the order follows immediately after sending the order and does not yet constitute acceptance of the contract. You will also receive a delivery commitment and order confirmation by email with the expected delivery date and the GTC.

Check the confirmation of receipt and the order confirmation for possible errors and contact us immediately if necessary.

## 2.3 eBay

### Auction format

When we post an item in auction or fixed-price format, we make a binding offer to conclude a contract for this item. We determine the starting or fixed price and the duration of the offer, i.e. the period within which the offer can be accepted. If we set a minimum price in the auction format, the offer is subject to the condition precedent that the minimum price is reached. We can also provide offers in auction format with a buy-it-now function, which you can use as long as no bid has been placed on the item or the minimum price has not yet been reached.

In the case of auctions, you accept the offer by placing a bid. Acceptance is subject to the condition precedent that you are the highest bidder at the end of the bidding period. Your bid will lapse if another buyer places a higher bid during the bidding period.

### Fixed price format

When we list items in fixed-price format, we make a binding offer to conclude a contract for this item. You accept the offer by clicking on the "Buy now" button and then confirming it. In the case of fixed-price items for which we have selected the "Pay now" option, you accept the offer by clicking the "Buy now" button and completing the payment process immediately afterwards. You can also accept offers for several items by placing the items (if available) in the shopping basket and completing the payment process immediately afterwards.

### Price proposal option

If the "Send price suggestion" button is displayed under the buy-it-now price in one of our offers, you can suggest a price at which you would buy the item. We can accept your price suggestion, reject it or make a counter offer. If you submit a price proposal to us, you are making a binding offer to conclude a contract for this item at the price you have proposed. Your price proposal is valid for 48 hours or until the end of the offer, whichever comes first. If we accept it, a binding contract is concluded. The price proposal only refers to the price of the item offered.

First enter your bid and/or the desired quantity in the boxes provided and then click on the corresponding button (e.g. "Bid", "Buy it now" or "Check price proposal"). An overview page will open where you can check the details. You can correct your input errors (e.g. regarding the amount of the bid or the desired number of items) by going back to the previous page, e.g. via the "Back" button of your Internet browser. You can then correct your mistakes in the boxes there. If you wish to cancel the order process completely, you can also simply close your browser window. Otherwise, your declaration becomes binding after clicking on the confirmation button (e.g. "Confirm bid", "Buy" or "Suggest price").

The language available for the conclusion of the contract is German. Further information on the conclusion of the contract can be found in the eBay terms and conditions, which you agreed to when you registered with eBay.

The contract text is not saved by us. However, you can view your last orders via your eBay account under "My eBay".

In principle, you have the option of collecting the goods from Rohm und Werner GmbH, Bahnhofstraße 15, 36391 Sinntal, Deutschland during the following business hours:

Mo-Fr 8:00 am - 4:00 pm.

### 3. payment

The following payment methods are available in our shop and on the eBay platform:

#### Prepayment

If you choose to pay in advance, we will provide you with our bank details in the order confirmation and deliver the goods after receipt of payment.

#### PayPal

You pay the invoice amount via the online provider PayPal. You must always be registered there or register first, legitimise yourself with your access data and confirm the payment instruction to us. You will receive further instructions during the ordering process.

#### Cash payment on collection

You can pay for your goods in cash when you collect them.

### 4. Cancellation policy

#### 4.1 Right of cancellation

As a consumer according to § 13 BGB you have the right to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods.

To exercise your right of cancellation, you must contact us:

Rohm und Werner GmbH  
Bahnhofstraße 15  
36391 Sinntal  
Tel.: +49 (0) 6664 / 919070  
Fax: +49 (0) 6664 / 919071  
[info@rohм-werner.com](mailto:info@rohм-werner.com)

by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

### **Consequences of cancellation**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired. We shall bear the costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

**4.2** The right of cancellation does not apply to distance selling contracts for the delivery of goods,

- manufactured according to customer specifications
- or are clearly tailored to personal needs
- or which are not suitable for return due to their nature
- or can spoil quickly
- or whose expiry date has been exceeded.

**4.3** Please avoid damage and contamination. If possible, please return the goods to us in their original packaging with all accessories and packaging components. If necessary, use protective outer packaging. If you no longer have the original packaging, please use suitable packaging to ensure adequate protection against transport damage in order to avoid claims for compensation due to damage caused by defective packaging.

**4.4** You bear the costs of returning the goods. To return goods that can be sent by parcel post, please send them to our company address in secure packaging using a shipping service provider. If the goods cannot be sent by parcel post, we will commission a forwarding agent of our choice to collect the goods. We will inform you in advance of the costs for returning goods that cannot be sent by parcel post. These costs will be deducted from the credit note amount.

**4.5** Please note that the modalities mentioned in paragraphs 4.3 and 4.4 are not a prerequisite for the effective exercise of the right of cancellation.

## **5. reservation of title**

The goods remain our property until full payment has been made.

For entrepreneurs, the following also applies: We reserve title to the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the goods subject to retention of title in the ordinary course of business; you assign to us in advance all claims arising from this resale - irrespective of any combination or mixing of the goods subject to retention of title with a new item - in the amount of the invoice amount, and we accept this assignment. You remain authorised to collect the claims, but we may also collect claims ourselves if you do not meet your payment obligations.

## **6. transport damage**

The following applies to consumers: If goods are delivered with obvious transport damage, please report about such defects to the deliverer as soon as possible and contact us immediately. Failure to make a complaint or contact us has no consequences for your legal claims and their enforcement, in particular your warranty rights. However, you will help us to assert our own claims against the carrier or transport insurance company.

The following applies to entrepreneurs: The risk of accidental loss and accidental deterioration shall pass to you as soon as we have delivered the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. The obligation to inspect and give notice of defects regulated in § 377 HGB applies to merchants. If you fail to notify us as stipulated therein, the goods shall be deemed to have been approved unless the defect was not recognizable during the inspection. This shall not apply if we have fraudulently concealed a defect.

## **7. Warranty and guarantees**

Unless expressly agreed otherwise below, the statutory liability for defects shall apply. For consumers, the limitation period for warranty claims for used goods is one year from delivery of the goods.

For entrepreneurs, the limitation period for claims for defects is one year from the transfer of risk; the statutory limitation periods for the right of recourse according to § 478 BGB remain unaffected. In relation to entrepreneurs, only our own information and the manufacturer's product descriptions included in the contract shall be deemed to be an agreement on the quality of the goods; we accept no liability for public statements made by the manufacturer or other advertising statements.

If the delivered item is defective, we shall initially provide a warranty to entrepreneurs at our discretion either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery).

The above restrictions and shortened deadlines do not apply to claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health
- in the event of willful or grossly negligent breach of duty and fraudulent intent
- in the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the scope of a guarantee promise, if agreed
- insofar as the scope of application of the Product Liability Act is applicable.

Information on any additional guarantees that may apply and their exact conditions can be found with the product and on special information pages in the shop.

## 8. Liability

We shall always be liable without limitation for claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health
- in the event of willful or grossly negligent breach of duty
- for guarantee promises, if agreed
- insofar as the scope of application of the Product Liability Act is applicable.

In the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, our legal representatives or vicarious agents, the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

Otherwise, claims for damages are excluded.

## 9. Note on the possibility of online dispute resolution

Due to Regulation (EU) No. 524/2013 on online dispute resolution for consumer disputes, which came into force on 9 January 2016, we would like to draw your attention to the possibility of online dispute resolution. The Commission of the European Union has set up a platform ("ODR platform") for this purpose, which you can use for out-of-court dispute resolution. You will find a link to this ODR platform in our legal notice.

## 10. Place of jurisdiction

The place of fulfilment and exclusive place of jurisdiction is the registered office of the seller, insofar as the customer is a merchant or has no general place of jurisdiction in the Federal Republic of Germany.

## 11. Final provisions

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. Mandatory provisions of the country in which the customer has his habitual residence remain unaffected.



## Sample cancellation form

If you wish to cancel the contract, please complete this form and return it to us.

To

Rohm und Werner GmbH  
Bahnhofstraße 15  
36391 Sinntal  
[info@rohm-werner.com](mailto:info@rohm-werner.com)

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods:

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Good(s)

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Ordered at (\*) / received on (\*)

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Name of the consumer(s)

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Address of the consumer(s)

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Signature of the consumer(s) (only for notification on paper)

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Date

(\*) Delete as applicable.