

Online - General Terms and Conditions for Sales and Delivery of Bullerjan GmbH

§ 1 Scope of Application

- (1) Our deliveries, services and offers rendered via our online shop shall be based exclusively on the Online - General Terms and Conditions for Sales and Delivery at hand.
- (2) Terms and Conditions of customers shall not apply, even if we do not specifically object to the validity of such T&Cs in each individual case.

§ 2 Offer and Conclusion of Contract

- (1) Offers and prices enclosed in brochures, advertisements and other marketing material are non-binding.
- (2) Customers shall be bound to an order signed by them and not yet accepted by us for 14 calendar days following the dispatch of such order. We shall be entitled to accept such offer within the same period. The date and time at which a customer receives our acceptance shall be decisive for adherence to this deadline.

§ 3 Prices and Terms of Payment

- (1) Our prices are inclusive of the statutory VAT. Unless otherwise agreed, the prices shall be inclusive of packaging if delivered from our warehouse. Delivery costs shall be invoiced separately. A list of delivery costs - gross - is available as pdf document.
- (2) Customers shall only be entitled to set-off or retention rights insofar as the respective customer has made a legally established or undisputed counterclaim. Customer counterclaims derived from warranty shall be precluded.

§ 4 Delivery and Delivery Time

- (1) Unless a delivery date or a delivery deadline has been stated as being binding, our deliveries and services shall be executed within a period of two weeks. This deadline commences with the conclusion of the respective contract, however not before the respective customer has provided all information required for the fulfilment of the respective contract.
- (2) Should we fail to comply with a delivery date or a delivery deadline, the respective customer shall grant us a reasonable period of grace, which may not be less than two weeks.

§ 5 Warranty and Liability

- (1) Our liability for damage, for whatever legal cause (in particular in case of delay, defect or other violation of obligations), shall be limited in value to the typical damage foreseeable for the respective contract.

(2) In the case of a purchase contract, we and our vicarious agents shall not be liable for obvious material defects of the delivered goods if the respective customer does not notify us of the defect within a period of two weeks following delivery of the goods.

(3) The above limitations of liability shall not apply to liability with regard to grossly negligent or intentional conduct, guaranteed characteristics, injury to life, limb or health or in accordance with the Product Liability Act.

§ 6 Reservation of ownership

(1) We shall reserve the ownership of the delivered goods until we have received the complete payment of the purchase price for such goods delivered (hereinafter referred to as: 'Reserved Goods'). During an existing reservation of ownership, a customer may not sell or in any other way dispose of the ownership of Reserved Goods.

(2) If and insofar as third parties (in particular bailiffs) demand access to the Reserved Goods, the affected Customer shall make such third party aware of our ownership and notify us immediately to enable us to enforce our right of ownership.

(3) If and insofar as the Reserved Goods are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (final invoice amount including VAT) to the other combined or mixed items at the time of combining or mixing. If and insofar as the Reserved Goods are combined or mixed in such a way that an item of a Customer must be regarded as the primary item, the respective Customer must give his legal consent that he has already previously agreed with us that he is obliged to assign the proportional co-ownership of such item to us in such case. We shall accept such assignment in advance.

(4) In the event of breach of contract by a customer, in particular in the event of default in payment, we shall be entitled to demand the return of the Reserved Goods provided, we have withdrawn from the contract.

§ 7 Choice of law

The Law of the Federal Republic of Germany - excluding the international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods - shall apply for the Online - General Terms and Conditions for Sales and Delivery as well as for the contractual relationship between us and a customer.

§ 8 Place of Jurisdiction

(1) If and insofar as a customer is a registered commercial trader, a public legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from a contractual relationship with us, shall be the competent court for our registered office in Isernhagen, Germany. This shall also apply if a customer does not have a general place of jurisdiction in the Federal Republic of Germany.

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(2) In all cases, we shall also be entitled to take legal action at the place of performance or at the general place of jurisdiction of the respective customer.

(3) Statutory priority provisions, in particular regarding exclusive jurisdictions, shall remain unaffected.

Bullerjan GmbH

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