

Online Terms and Conditions of Sale and Delivery of Bullerjan GmbH

§ 1 Validity

(1) These General Terms and Conditions of Business (hereafter referred to as GTC) apply to all contracts concluded via our online shop between us, the

Bullerjan GmbH
Neuwarmbüchener street 2
30916 Isernhagen, Germany
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HRB: 209054, Hanover Local Court
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Fax: +49 (0) 5136 - 97 75-10
E-mail: info@bullerjan.com

and the customer, regardless whether the customer is a consumer, entrepreneur or merchant.

(2) Our deliveries, services and offers via our online shop are exclusively based on these online terms and conditions of sale and delivery.

(3) The customer's terms and conditions of business shall not apply, even if we do not separately object to their validity in individual cases.

(4) The version of the General Terms and Conditions valid at the time of conclusion of the contract shall apply.

§ 2 Offer and conclusion of contract

(1) Offers and price quotations contained in brochures, advertisements and other advertising material are non-binding and do not constitute a legally binding offer.

(2) By sending an order via the online shop and clicking the "Buy now" button, the customer places a legally binding order.

(3) The customer is bound to an order signed by him and not yet accepted by us for 14 calendar days after sending. We are entitled to accept the offer within this period. The date on which our acceptance is received by the customer is decisive for compliance with the deadline. The possibly existing right from §3 to revoke the order remains unaffected by this.

(4) A contract of sale shall only be concluded by express declaration of acceptance or shipment of the goods.

§ 3 Right of revocation

(1) If the customer is a consumer (according to §13 BGB a natural person who places the order for a purpose that cannot be attributed to his independent or commercial activity), he has a right of revocation in accordance with the statutory provisions.

(2) If the customer makes use of his right of revocation in accordance with clause 1, he shall bear the regular costs of the return shipment.

(3) In all other respects, the right of revocation shall be governed by the provisions of the following

Cancellation policy

(1) When concluding a distance selling transaction, consumers (§ 13 BGB) generally have a statutory right of revocation, which we inform you about below. The exceptions to the right of withdrawal are regulated in paragraph 2. You can download a prepared cancellation form as a separate pdf form.

Cancellation policy Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us (Bullerjan GmbH, Neuwarmbüchener Straße 2, 30916 Isernhagen, Germany, telephone: +49 (0) 5136 - 97 75-0, fax: +49 (0) 5136 - 97 75-10, e-mail: info@bullerjan.com) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal 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; in no case will you be charged for this repayment.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You will only have to pay for any loss in value of the goods if this loss in value is due to the handling of the goods which is not necessary for the inspection of the condition, properties and functioning of the goods.

(2) The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by you is decisive or which are clearly tailored to your personal needs.

- End of the cancellation policy -

§ 4 Prices and terms of payment

(1) Our prices include the statutory value added tax. Unless otherwise agreed, the prices apply to delivery ex our warehouse, including packaging. Shipping costs will be invoiced separately. We have provided a list of the shipping costs - gross - as a pdf document.

(2) In principle, the customer has the option to choose between the payment methods bank transfer in advance, PayPal Plus (credit card or direct debit), PayPal, direct debit or credit card.

(3) The customer is only entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. Excluded from this are counter rights of the customer arising from warranty.

§ 5 Delivery and delivery time

(1) Unless a delivery date or a delivery period has been bindingly communicated in writing, our deliveries and services shall be effected within a period of two weeks. The period begins with the conclusion of the contract, but not before the customer has provided us with all information necessary for the fulfilment of the contract.

(2) Should we fail to meet a delivery date or a delivery deadline, the customer shall grant us a reasonable period of grace which shall not be less than two weeks.

§ 6 Warranty and Liability

(1) Our liability for damages, irrespective of the legal grounds (in particular in the case of delay, defects or other breaches of duty), shall be limited to the foreseeable damage typical for the 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 customer does not notify us of the defect within a period of two weeks after delivery of the goods.

(3) The above limitations of liability shall not apply to liability for gross negligence or intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

§ 7 Retention of title

(1) We retain title to the delivered goods until the purchase price for these goods (hereinafter referred to as "reserved goods") has been paid in full. During the existence of the reservation of title, the customer may not sell reserved goods or otherwise dispose of the property therein without our consent.

(2) In the event of access by third parties (in particular by bailiffs) to the reserved goods, the customer shall point out our ownership and notify us immediately so that we can enforce our ownership rights.

(3) If the goods subject to retention of title 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 goods subject to retention of title (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the customer's item is to be regarded as the main item, the customer and we already now agree that the customer transfers co-ownership of this item to us on a pro rata basis. We already now accept this transfer.

(4) In the event of conduct by the customer in breach of the contract, in particular in the event of default in payment, we shall be entitled to demand the return of the goods subject to retention of title if we have withdrawn from the contract.

§ 8 Choice of law

(1) The law of the Federal Republic of Germany shall apply to these online terms and conditions of sale and delivery as well as the contractual relationship between us as a German company and the customer, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer is a consumer domiciled outside the Federal Republic of Germany, the law of the country in which the customer is domiciled may also apply if the provisions are mandatory and/or more favourable to the customer.

§ 9 Place of Jurisdiction

(1) If the customer is a merchant, a 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 the contractual relationship shall be our registered office in Isernhagen. This shall also apply if the customer has no general place of jurisdiction in the Federal Republic of Germany.

(2) In all cases we shall be entitled to bring an action at the place of performance or at the general place of jurisdiction of the customer.

(3) Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

Cancellation Form

If you want to cancel the contract, please fill out and return this form

to

Bullerjan GmbH
Neuwarmbüchener Straße 2
30916 Isernhagen

E-Mail: Info@bullerjan.com
telephone: +49(0)5136/9775-49
fax: +49(0)5136/9775-12

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

Ordered on (*)/received on (*) _____

Name of the consumer(s) _____

Address of the consumer(s) _____

Signature of the consumer(s) (only in case of notification on paper) _____

Date _____

(*) Delete as applicable.