

GENERAL TERMS AND CONDITIONS

Hammerl GmbH & Co. KG

Sect. 1 Scope of validity, customer information

The following general terms and conditions (GTC) govern the contractual relationship between Hammerl GmbH & Co. KG Hammerl GmbH & Co. KG and consumers and entrepreneurs who purchase goods in our shop. Conditions that oppose or differ from our terms and conditions are not accepted by us. The contract language is German.

Sect. 2 Conclusion of contract

(1) The offers on the internet represent a non-binding invitation to you to purchase goods.

(2) You can put one or more products into the cart. In the course of the order process you enter your data and desires concerning payment method, delivery modalities etc. Once you have clicked the order button, you submit a binding offer to conclude a purchase contract. You can also submit a binding order by telephone. The immediate confirmation by e-mail that your order has been received does not yet constitute acceptance of the offer to buy.

(3) We are entitled to accept your offer by sending an order confirmation by e-mail within 4 working days. If the period in sentence 1 expires without acceptance, your offer is deemed to have lapsed, i.e. you are no longer bound to it. In the case of a telephone order, the purchase contract is deemed valid if we accept your offer immediately. If the offer is not accepted immediately, then you are no longer bound to it.

Sect. 3 Customer information: Storage of the contractual text

The contract with the item details (e.g. kind of product, price) will be stored by us. We will send the GTC to you, but you can download the GTC at any time in addition, over our web page. As a registered customer you will have access to your past orders in the customer login area: My Customer Account.

Sect. 4 Customer information: Correction note

You can amend your entries at any time before submitting the order by using the delete key. We will keep you informed throughout the checkout process of further correction options. You can terminate the order process also at any time by closing of the browser window completely.

Sect. 5 Retention of title

The purchase item remains our property until full payment is made.

Sect. 6 Expiry of your warranty claims

(1) The warranty

The warranty complies with the statutory provisions.

(2) Limitation of warranty rights due to defects (warranty) for the sale of used goods to customers

For your claims two (2) warranty periods are applicable after delivery of the goods.

The period of liability for defects is reduced from two years to one year.

The statutory limitation period of two (2) years shall apply to claims for defects arising within this liability period.

Excluded from this reduced warranty period are following claims: claims for damages, claims based on defects which we have fraudulently concealed, and claims arising from a guarantee which we have assumed for the quality of the goods.

For these excluded claims, the statutory limitation periods shall apply. In the event of an expressed warranty period, the longer period shall apply in favor of the warrantee (buyer).

(3) Limitation of warranty rights due to defects (warranty) for entrepreneurs

Your warranty claims due to defects in the good sold shall become time-barred one year after the passing of risk. The following claims are excluded from this rule:

- on compensation for damages
- for maliciously concealed defects
- arising from any granted warranty
- on recourse under §§ 445a, 478 *Bürgerliches Gesetzbuch (BGB, Civil Code)*
- due to defects in building materials and components which have been used in accordance with their normal use for a building and which have caused its defectiveness.

The statutory limitation periods shall apply to these excluded claims. In the event of a granted warranty period, the longer period shall apply in favor of the buyer.

Sect. 7 Limitation of liability

We exclude liability for minor negligence in breach of duty, provided such breaches do not involve essential contractual obligations, damages caused by death, bodily injury, impaired health or guarantees or affect claims under the *Produkthaftungsgesetz (ProdHaftG, Product Liability Act)*. The same applies to breaches of duty by any of our agents and legal representatives. The contractual obligations include, in particular, the obligation to deliver the item and title to you. We furthermore must deliver to you the item free of material defects and deficiencies.

Sect. 8 Jurisdictional venue

The exclusive jurisdictional venue for all disputes arising under this contract is our registered office, if you are a merchant.

Sect. 9 Consumer information: Participation in janoFair

We participate in [janoFair](#). janoFair is an alternative to the officially recognized consumer complaint office (“*Verbraucherschlichtungsstelle*”). If we are unable to resolve disputes arising from our contractual relationship by mutual agreement, the cost free dispute resolution procedure of janoFair is at your disposal. The limitation period of any claims is excluded for the duration of this procedure. If no agreement is reached, the state legal process remains open.