

## Terms and Conditions

(Version: 09/2010)

### § 1 Scope of validity

These terms and conditions apply to all contracts between .reiner moll., Flachsäckerstraße 9, 73527 Schwäbisch Gmünd (hereinafter referred to as .reiner moll.) and his customers in their respective valid version.

### § 2 Conclusion of a contract

The offers from .reiner moll. are subject to confirmation. The customer's order is placed by sending a completed online order form or by sending the complete order data via mail, telephone or fax. The offer submitted by the customer is binding.

### § 3 Retention of title

The goods remain the property of .reiner moll. until complete payment has been effected.

### § 4 Offsetting

The customer can set off only those claims that are established by force of law, ready for decision in legal proceedings or undisputed. The customer is only entitled to any right of retention as a result of claims arising from the same contractual relationship.

### § 5 Prices

The prices valid at the time of ordering apply. .reiner moll. reserves the right to change the prices specified in the catalogue, on the price lists or in the online shop. All of the prices for goods include the sales tax applicable in Germany at the time of ordering.

### § 6 Payment

The invoice amount is to be paid in advance and the goods are delivered following receipt of payment.

### § 7 Dispatch

The goods are generally delivered to domestic customers by DHL or another parcel service. Large orders are delivered via freight forwarding company to the ground floor / entrance (behind the first lockable door at ground level). The freight forwarding company delivering the goods will call to announce / notify the customer of delivery. For deliveries to recipients in Germany we charge a flat-rate of 10.00 euros (including VAT). For large quantities we invoice a surcharge of 20.00 euros including VAT. For international deliveries we invoice the freight charges at cost.

**.reiner moll.**

### **§ 8 Right of revocation for consumers**

You may declare the revocation of your contractual statement in text form (e.g. letter, email) without giving reasons within a period of 14 days or by returning the merchandise if you have received them prior to the expiry of the time limit. The revocation period commences upon receipt of this revocation instruction in text form. The time-limit shall be deemed to be observed by the timely dispatch of the declaration of revocation or the return shipment. The revocation is to be addressed to .reiner moll.

In case of a valid revocation, all mutually received performances as well as emoluments taken (e.g. interest), if applicable, are to be restituted by either side. If you are unable or partially unable to retribute the merchandise to us or can only retribute it in a deteriorated condition, then you must insofar compensate for its value where applicable. This does not apply if the deterioration is exclusively due to examining the merchandise – as for instance in a retail store. Furthermore, you may avoid any obligation to provide compensation for any deterioration of the goods caused by the intended use by not using the goods as your own property and refraining from all actions that may adversely affect their value. Things that can be shipped by parcel are to be returned at our cost and on our risk. Things that cannot be shipped by parcel will be picked up. All reimbursement obligations must be fulfilled within 30 days of the declaration of revocation. The revocation grace period starts for you as soon as your revocation declaration or the merchandise is sent, for us upon receipt thereof.

### **§ 9 Contract language**

The contract language is German. In as far as translations of this contract the German version alone remains definitive in cases of contradiction or deviation.

Should you have any questions regarding our Terms and Conditions please call us during usual office hours (telephone +49 171-26 50 69 2) or send us an e-mail ([info@reiner-moll.com](mailto:info@reiner-moll.com)).