

Contractual Conditions (GTB) as part of Purchase Contracts

entered into between Fidlock GmbH, Kirchhorster Str. 39, 30659 Hannover, Commercial Register of the Hannover District Court HR B 204281, Turnover Tax ID Number DE253644983, represented by managing director Joachim Fiedler

- (“Provider”, “we”, “us”, or “our”)

and the Customer identified in § 2 of this contract

- (“Customer”, “you”, or “your”)

via this online shop.

§ 1 Scope; Definitions

(1) The business relationship between the Provider of the online shop (“Provider”, “we”, “us”, or “our”) and the Customer (“Customer”, “you”, or “your”) will be governed exclusively by the following General Terms of Business in the version valid when an order is placed. We will not acknowledge any different terms and conditions of the ordering party unless we have expressly consented to their application.

(2) The product range in our online shop is directed equally to consumers and entrepreneurs, but only to end buyers. You are a consumer if the purpose of the ordered deliveries and services cannot be predominantly attributed to your commercial or independent professional activity. On the other hand, an entrepreneur is any natural person, legal entity, or partnership having legal capacity that enters the contract in the exercise of their commercial or independent professional activity.

§ 2 Entering the contract

(1) Presenting the goods in our online shop does not constitute a legally binding offer but an invitation to place an order (invitatio ad offerendum).

In our online shop, you can select goods to purchase for booking purposes by clicking the appropriate button and placing them in a shopping cart.

Clicking the “Checkout” button triggers the further ordering process. You will then enter the required ordering and address data in the field provided for those data, and will find the essential information on the articles, including any costs incurred, so you can check that information.

By clicking the “Order with an obligation to pay” button in the last stage of the ordering process, you are making a binding offer to purchase the goods shown in the order summary. Before sending the order, you may change and view the data at any time. However, the inquiry will be deemed submitted and transmitted only if you agree to the GTB, the cancellation policy, and the data privacy statement, by clicking the check box.

(2) Immediately after sending the order, you will be emailed a confirmation that your order has been received, which will list your order once more; however, this still does not constitute acceptance of the contract offer. The confirmation of receipt contains information on the ordered goods, as well as these General Terms of Business, the cancellation policy for consumers, and the data privacy statement. The contract will be entered into only when we have submitted the declaration of acceptance, which we will do in a separate email (order confirmation), or when the goods have been shipped.

(3) Data privacy will be observed when the contract text is stored.

(4) If you are a consumer, you may withdraw the offer in accordance with the special cancellation and return policy that is communicated to you as part of the order on our website, and return the goods.

(5) We may withdraw from the contract without paying you damages if we are prevented from fulfilling the contract by force majeure. Other statutory reasons for withdrawal remain unaffected. We and you acknowledge that force majeure events include the following without limitation: traffic disruptions, government actions, weather influences, unavailability of raw materials, labour disputes, or disruptions in our or your business operations or those of the transport company or sub-suppliers (provided no replacement procurement can reasonably be expected).

(6) We shall enter contracts with you exclusively in German or English, regardless of whether you have submitted your order via the German-language or English-language page of our online shop. If your order is submitted via our German-language website, the German version of these General Terms of Business will be authoritative accordingly. If your order is submitted via our English-language website, only the English version of these General Terms of Business will be authoritative.

§ 3 Prices and shipping

(1) The prices indicated on our website are end prices and include applicable statutory turnover tax.

(2) Incurred shipping costs are always listed in a separate overview of shipping costs and shown separately on the invoice.

(3) Unless otherwise explicitly agreed, we shall deliver only in return for advance payment (in the manner indicated on the order form in the online shop).

(3) Unless otherwise explicitly agreed, we shall determine the appropriate shipping method and the transport company at our reasonable discretion.

(4) We shall owe only prompt, proper delivery of the goods to the transport company and are not responsible for any delays the transport company causes. Therefore, any shipping period we specify (meaning the period between our handover to the transport company and the delivery to you) is nonbinding.

(5) If you are a consumer, the risk of accidental loss, accidental damage, or accidental destruction of the delivered goods will be transferred to you when the goods are delivered to you or you fail to take them over. In all other cases in which we owe only the shipment, risk will be transferred to you when the goods are delivered to the transport company.

(4) In the event of withdrawal, you shall bear the direct costs for a return shipment.

§ 4 Delivery; Availability of goods

(1) We shall deliver the goods in accordance with the agreements we have entered with you.

(2) Since delivery in return for advance payment is agreed, all time limits for shipping the goods (whether those time limits are indicated by us as part of the order or otherwise agreed) begin on the day on which we receive the complete purchase price (including turnover tax and shipping costs). Whether a shipping deadline is deemed met is determined by the day on which we hand the goods over to the shipping company.

(3) The deadlines we indicate for shipping the goods are always approximations and may be exceeded by up to two business days. This does not apply if a fixed shipping deadline is agreed. If no deadline or time limit is indicated or otherwise agreed for shipping, shipment within five business days is deemed agreed.

(4) We may sell off the goods at any time (even if those goods are identified on the order form as “in stock”) if the delivery is agreed against advance payment and we do not receive that payment within five business days after we accept the offer. In this case, the shipment will be made within the agreed time limit, or the time limit we have indicated, as long as the inventory lasts; otherwise, a time limit of three weeks will apply.

(5) If at the time your order is placed the products you selected are out of stock, we shall inform you thereof without undue delay. If the product is permanently undeliverable, we shall not issue a declaration of acceptance. In that case, no contract will be entered into. If the product you indicate in the order is only temporarily unavailable, we shall also inform you thereof without undue delay.

(6) If you have purchased multiple products in one order that can be used separately, we may also ship them in multiple, separate deliveries, whereby we shall bear the additional shipping costs incurred.

(7) We shall deliver to you if your permanent address (address on the invoice) is in one of the following countries and you can indicate a delivery address in the same country: Germany, Belgium, the Netherlands, Denmark, France, Ireland, Italy, Poland, Spain, or Austria.

§ 5 Retention of title

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

§ 6 Payment conditions

(1) You may pay for the goods with a credit card or PayPal.

(2) You may at any time change the payment method saved in your user account.

(3) Unless otherwise explicitly agreed, we shall deliver only in return for advance payment (in the manner indicated on the order form in the online shop). Payment for the goods is made via the payment service provider heidelpay (heidelpay GmbH, Vangerowstraße 18, D-69115 Heidelberg). An outbound delivery of the goods will be made only after the purchase price has been irrevocably received.

§ 7 Warranty

(1) Only the information in the online shop (product description) is authoritative for the contractual quality of the goods. Contractual quality covers technically unavoidable deviations that are minor and typical of the trade; wear and tear that lies in the nature of the goods; and deviations from the quality described in the brochures, similar presentations, or offers (shape and colour), provided those deviations are caused by the natural irregularity of the materials used. None of those deviations constitutes a defect.

(2) If the delivered goods are defective, you may first demand that we cure the defect(s) or deliver defect-free goods.

If you are an entrepreneur, however, we may choose between curing the defect(s) or delivering a defect-free item, provided we notify you of our choice in text form within three business days after the notification of defect has been made. Within ten business days after we receive the goods back, we may then repair them or make a subsequent delivery within the scope of supplementary performance.

(3) No defect claims may be asserted due to deviations from the agreed quality or promised characteristics; or due to damage that arises after risk has been transferred due to incorrect or negligent handling or storage, excessive stress, unsuitable operating equipment, or external influences that are not presupposed under the contract.

(4) If the supplementary performance in accordance with (2) fails or is unacceptable to you, or if we refuse supplementary performance, you may withdraw from the purchase contract, reduce the purchase price, or demand damages or reimbursement for your futile expenses, in accordance with applicable law. Your claims for damages will be governed by the provisions of § 8 of these General Terms of Business.

(5) Toward consumers, the warranty period for the goods we deliver amounts to two years from receipt of the goods. If a defect becomes apparent within six months after risk has been transferred, it will be assumed that the item was already defective when risk was transferred unless such an assumption would be inconsistent with the type of item or defect. Claims due to fraudulent concealment of a defect become time-barred within the normal limitation period.

(6) The following will apply toward companies:

a) The warranty period for the goods we deliver amounts to twelve months.

b) You shall dutifully inspect the goods without undue delay after you receive them. The delivered goods will be deemed accepted by you if you fail to give written notice of a defect of ours (i) within three business days after delivery, if the defect is visible, or (ii) within three business days after the defect is discovered, if the defect is hidden.

(5) An additional guarantee exists for the goods we deliver only if this was expressly indicated in the order confirmation for the respective article.

§8 Liability

(1) You may not claim damages. This does not apply to your claims for damages based on injury to life, limb or health; or the breach of material contractual obligations (an obligation is “material” if its fulfilment makes proper execution of the contract possible in the first place and the nonobligated party normally relies and may rely on its being complied with); or liability for other damage based on an intentional or grossly negligent breach of duty by us, our legal representatives, or our vicarious agents.

(2) Our liability for the breach of material contractual obligations is limited to foreseeable damage typical of this type of contract, provided such damage was caused by simple negligence, unless your claims for damages are based on injury to life, limb or health.

(3) The restrictions of liability under (1) and (2) do not apply if we have maliciously conceal a defect or guaranteed that the item would have certain qualities. The same applies if we and you have entered an agreement on the quality of the item.

(4) The provisions of the Product Liability Act remain unaffected.

(5) We are not liable for material defects caused by unsuitable or improper use, or defective installation by you or third parties, or for the consequences of improper changes made by you or third parties without our express written consent. The same applies for material defects that reduce the value or usability of the goods only insignificantly.

(6) We are not liable for the constant and uninterrupted availability of our online trading system. According to the current state of the art, there is no guarantee that data communication via the internet will be free of defects or permanently available.

§ 9 Right of withdrawal

(1) After they conclude a distant marketing transaction, consumers generally have a statutory right of withdrawal of which we will inform them in accordance with the statutory model in the following (in the annex to these General Terms of Business).

(2) You will also find in the annex a sample cancellation form in accordance with the statutory regulation.

§ 10 Data protection

(1) We need at least the following data from you to execute and process an order:

- First and last name / Company name
- Email address
- Telephone number
- Postal address including country
- Any different delivery address

(2) We shall use the data you disclose to fill and process your order(s): to deliver the goods to the address you have indicated, for example. If you pay by transfer, we will also need your bank details to process the payment. The data are processed on the basis of Art. 6(1)(1)(b) GDPR for the aforementioned purposes of executing the contract and providing you with customer support.

(3) For any use of your personal data beyond that extent (for purposes of advertising, market research, or a needs-based design of our homepage, for example), you will find information in our data privacy statement included as a linked document on our homepage.

§11 Final provisions

(1) The terms of business set forth here are complete and final. Any amendments to these terms of business must be made in writing to avoid ambiguities or disputes between you and us regarding the respectively agreed contract content.

(2) The purchase contract entered into between you and us is governed by the laws of the Federal Republic of Germany – under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) – and is subject to compulsory provisions of international conflict-of-law rules. The statutory provisions on limiting the choice of law and on the applicability of compulsory regulations, especially those of the country in which you as a consumer have your permanent address, remain unaffected.

(3) If you are a merchant, a legal entity under public law, or a special fund under public law, the forum for any disputes arising from the relevant contractual relationship between us and you will be our registered office.

(4) Our email address, including for complaints, is: info@fidlock-bike.com.

The European Commission provides a platform for online dispute resolution (ODR) that you can find on the following site: <http://ec.europa.eu/consumers/odr/> [external link]. We prefer to clear up your concerns by communicating with you directly, and therefore do not participate in consumer arbitration proceedings. We therefore ask you to contact us directly if you have questions or problems.

If the dispute arising from a consumer contract cannot be settled by negotiating with us within the scope of our customer complaint system, you may contact the universal arbitration board of the Zentrum für Schlichtung e.V. ("Arbitration Centre"), Straßburger Straße 8 in 77694 Kehl am Rhein (www.verbraucher-schlichter.de). We are not obligated to participate in the dispute resolution procedure.

(5) Finding individual provisions of this contract to be ineffective will not affect the contract as a whole.

INFORMATION ON WITHDRAWING FROM THE CONTRACT

RIGHT TO WITHDRAW FROM THE CONTRACT

You may rescind this contract within 14 days without providing grounds.

For complete deliveries of all goods ordered, the time limit is 14 days from the day when you (or a third party nominated by you, who is not the transporter) take(s)/took the goods into your (their) possession. For partial deliveries of goods ordered, the time limit is 14 days from the day when you (or a third party nominated by you, who is not the transporter) take(s)/took the last of these goods into your (its) possession.

To exercise your right of withdrawal, you must inform us – Fidlock GmbH, Kirchhorster Str. 39, 30659 Hannover, E-Mail info@fidlock-bike.com – using a clear declaration of your intention to cancel this contract (e.g., with a letter sent by post or an e-mail). You may use the attached sample cancellation form linked on this website, but this is not mandatory.

To comply with the time limit for withdrawal, it is sufficient for you to send the notice of the exercise of this right of withdrawal before the applicable time limit expires.

CONSEQUENCES OF WITHDRAWAL

If you revoke this contract, we shall reimburse you for all payments we have received from you, including any delivery costs (except additional costs incurred because you opted for a type of delivery other than the most inexpensive standard delivery we offered), without undue delay, but at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. Unless explicitly agreed otherwise, we will use the same method of payment which you used for the original transaction to make this reimbursement; in no event will you incur fees for this reimbursement.

We may decline to make the reimbursement until we have received the goods to be returned or until you have furnished proof that you have sent the goods back, whichever is earlier.

You shall return or hand over the goods, to *BML GmbH, c/o FIDLOCK GmbH, Affinger Str 6, 86167 Augsburg*, without undue delay but within fourteen days from the date on which you inform us that you have cancelled this contract. It is sufficient to comply with this time limit if you send the goods before expiry of this 14-day time limit.

You shall bear the direct costs of returning the goods.

If the goods lose value, you shall bear that loss only if it was caused by a method of handling that was unnecessary to inspect the quality, characteristics, and functionality of the goods.

Sample cancellation form

(1) If you wish to cancel the contract, please fill out this form and return the form to Fidlock GmbH, Kirchhorster Str. 39, 30659 Hannover, info@fidlock-bike.com.

- I/we (*) hereby cancel the contract I/we (*) entered regarding the purchase of the following goods (*)
- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only for paper notifications)
- Date

(* Please strike through what does not apply

ADDITIONAL INFORMATION

If you return the goods, we kindly request you to use the original packaging, if you still have it.

Hanover, March 2020