

## **General Terms and Conditions**

The following terms and conditions apply for all deliveries and services in the version current at the time of the order.

### **Prices**

All stated prices include the legal value added tax. The prices current at the time of the conclusion of contract apply and can be found on the order shipping confirmation.

### **Payment**

Payment is to be made in advance via bank transfer, credit card or PayPal. In special cases, a cash on delivery shipment can be made within Germany. UPS charges a cash on delivery fee which is currently 5,90 Euros.

Payment will be charged to credit cards when the order is accepted.

### **Right of Withdrawal for the End User**

You can cancel your contract within the first month, without reason, either in writing (e.g. letter, fax, email) or by returning the article. The time limit begins at the earliest upon receipt of the order which is accompanied by written instructions on right of withdrawal. It is sufficient to send the notice of cancellation before the deadline. Notice of cancellation can be sent to:

MAX Trader GmbH & Co KG  
Lazarettstraße 32-34  
45127 Essen  
Germany  
Fax +49 201 1029729  
E-mail: [info@maxtrader.de](mailto:info@maxtrader.de)

### **Consequences of Cancellation**

In case of a valid cancellation, received goods or services must be returned by both parties (and if applicable, any use stemming from such goods and services, e.g. interest). If you cannot return the received goods or service or can do so only partially or in poorer quality, you must reimburse us for the difference. (This does not pertain to the return of goods if the damage, upon inspection, was caused as may happen in a retail store. You can also avoid reimbursement liability by not using the article as your own and avoid doing anything that might decrease its value. Items transportable by package mail should be returned.

You must carry the cost of the return shipment if the delivered goods were as ordered and if the price of the goods you are returning does not exceed 40 Euro or if the price is higher, you have not made the contractually required partial payment at the time of cancellation. Otherwise, return shipment is free of charge. Items not returnable by package mail will be picked up at your location. You must fulfil any obligations for reimbursement of payment within 30 days of sending your notice of cancellation. Individually manufactured goods cannot be returned.

### **Warranty/Guarantee**

The time limit for claims on warranties due to defective goods, providing that the customer is a private user as per § 13 of the German Civil Code, is two years starting from the delivery date of the goods to the buyer (passing of risk), or if the damages were not maliciously withheld and notwithstanding a different guarantee having been submitted for the condition of the article. The time limit on used goods is one year for users, starting from the delivery date of the goods to the buyer (passing of risk), or if the damages were not maliciously withheld and notwithstanding a different guarantee having been submitted for the condition of the article.

The warrantee is executed according to the legal regulations. For any defects that become apparent during the aforementioned warrantee time limits for the end user, you have the right to supplementary performance (you can choose: removal of defects or replacement) and - if the legal requirements have been met – the legal right to reduction or withdrawal as well as reimbursement. You must concede after a total of two attempts at repair.

For customers acting as commercial companies as per § 14 of the German Civil Code, there is a warrantee limit of one year for new and used goods starting on the delivery date (passage of risk), as long as the defects would have been noticed upon receipt and immediate necessary inspection of the goods, were not maliciously withheld and notwithstanding a different guarantee having been submitted for the condition of the article.

We assume no liability for damages an defects caused by improper use, operation and storage, negligent or incorrect care and maintenance, overstraining or improper repair by a unauthorised service partner.

Information on potential manufacturer's guarantees can be found in the product documentation.

### **Liability for Damages**

Liability is excluded for simply negligent injuries to others as a cardinal responsibility through the seller or his/her fulfilment associates insofar as the damages are not caused by injury to life, body or health. Liability is limited to the typically expected damage.

### **Acceptance / Passing of Risk**

Insofar as the customer is a user as per § 13 of the German Civil Code, risk of coincidental destruction or deterioration of the goods is passed to him/her upon transfer of goods. The fulfilment location is in this case is the user's place of residence. If the user does not wish to accept the delivery, risk of coincidental destruction or deterioration of the goods is passed, at the time of refusal, to the buyer. Insofar as the customer is a company as per § 14 of the German Civil Code, risk of coincidental destruction or deterioration of the goods is passed to him/her upon delivery of the goods to the company meant to receive the shipment. The fulfilment location is the seller's main office.

### **Data Protection**

Your personal data will only be acquired according to the legal regulations in the Bundesdatenschutzgesetzes (BDSG) - Federal Data Protection Act as well as the Teledienstschutzgesetzes (TDDSG) - Tele-service Data Protection Act. You can request information about the personal data we have stored at any time and at no cost to you. You can also delete, correct and block this information for advertising, market research or opinion research as you desire. Deleting you address requires written notice.

### **Jurisdiction**

If the buyer is a trader, a lawyer in the public sector or public assets, jurisdiction is where the seller's main office is.

---

**MAX Trader GmbH & Co KG** is responsible for the content of these general terms and conditions.

Status 29.08.2008