

Terms and Conditions

1. General Information

(1) These terms and conditions apply to all services and offers of Vmaxx GmbH & Co. KG, Nikolaus-Otto-Str. 5, D-40721 Hilden (hereinafter – Vmaxx -) under the domain www.vmaxx.de.

(2) Orders are subject solely to these terms and conditions respectively the current edition thereof. Conditions contrary to these terms and conditions for business customers are only binding if we expressly consented to these in writing. No response from us regarding differing conditions set by the buyer is to be understood as a rejection thereof.

(3) These terms and conditions apply to users and businesses. Users are individual persons who do not place an order for the purpose of commercial, self-employment or freelancing activity. Business customers are corporate bodies or legal entities who are placing orders for commercial, self-employment or freelance purposes.

2. Contract

(1) The offers are not binding. The buyer declares intent to purchase the goods by placing the order. A contract takes effect only after availability was checked, the delivery of the ordered goods was confirmed, at the latest upon delivery of the goods.

(2) Vmaxx reserves the right to decline the order especially in case the goods are not in stock, or if the online store offer contains erroneous writing or calculation errors that have become the basis of the order.

3. Pricing and Shipping

(1) The listed prices are final prices and include VAT.

(2) Shipping costs are listed near the respective product price and vary according to the country of destination. For shipping to foreign countries, customs fees may apply, which are payable directly to the appropriate customs authorities.

4. Delivery

(1) In exceptional cases, Vmaxx is entitled to partial deliveries as long as it is reasonable for the buyer.

(2) After the order was placed, Vmaxx will check the availability of the item as well as expected delivery time, and will inform the buyer about the delivery options via email.

(3) If the buyer is a business, the buyer assumes the risk of accidental loss or deterioration

of goods once they are handed over to the carrier, shipping agent or the person designated for shipping.

5. Payment, Retention of Title

(1) If the buyer is a registered reseller, the buyer can pay by invoice.

(2) Users and not registered business can choose between cash on delivery or prepayment (credit card or online payment services PayPal).

(3) For orders from other EU countries, payment is done by prepayment, by credit card or using the online payment services PayPal.

(4) The goods remain in the ownership of Vmaxx until the payment was made in full. For business orders, the goods remain in the ownership of Vmaxx until payment was made in full for all orders including receivables resulting from future business transactions.

(5) The buyer is only entitled to offset if the buyer's counterclaims have been legally established, are undisputed and recognized by Vmaxx.

6. Revocation Rights for User Orders

Users may revoke their declaration of agreement within two weeks without reason in a text format (such as letter, fax, or email) or, if they have the goods in their possession before the revocation period runs out, by returning the goods. The two week period begins when the user receives these instructions in a text format but not when the user receives the goods (in case of repeat delivery of similar goods, not before the user receives the first partial delivery), not before we fulfill our information obligation according to section 312c, paragraph 2 of the German Civil Code in connection with section 1, paragraph 1, 2 and 4 of the German Civil Code – Information Obligation Law and our obligations according to section 312e, paragraph 1, line 1 of the German Civil Code in connection with section 3 of the German Civil Code – Information Obligation Law. In order to keep the revocation deadline, it is sufficient to return or revoke the declaration of agreement in a timely manner.

The revocation should be sent to:

**Vmaxx GmbH & Co. KG
Nikolaus-Otto-Str. 5
D-40721 Hilden
widerruf@vmaxx.de
Fax +49 (0)2103 - 33 41 14**

Revocation consequences:

In case of an effective revocation, the parties must return to each other any received benefits and if the case may be reimburse benefits gained, such as interest. If you cannot return the received benefit (e.g. consumer benefits) fully or in part or only in a deteriorated state, you are responsible to provide compensation for lost value. You must provide compensation for the deterioration of the goods or for received benefits only if the use of the goods or the deterioration thereof results from handling the goods in a manner that goes above and beyond examining the properties and mode of operation of the goods or services. The definition of "examining the properties and mode of operation," is testing and trying out the respective goods such as one would do at a store. Items that can be shipped in a package are returned at our risk. You must pay for return shipping if the delivered goods are the goods that were ordered and the price of the returned goods is under 40 Euros or if in case of a higher price at the time of revocation you have not yet provided reciprocation or a partial payment as contractually agreed upon. Otherwise you do not pay for return shipping. Goods that cannot be shipped in packages are picked up at your location. Payment reimbursements owed have to be made within 30 days. The time limit begins for you when you send your revocation declaration or the item, and for us when we receive it.

End of revocation instructions

7. Warranty

- (1) The statutory warranty regulations apply, including the warranty period of 24 months.
- (2) If the buyer is a business, Vmaxx will initially choose an improvement or a replacement delivery. If the buyer is a user, he/she can initially choose between an improvement and a replacement delivery. Vmaxx has the right to deny the chosen remedy if it is only doable at unreasonable cost and there is another form of remedy without substantial disadvantages to the user.
- (3) If the remedy does not work, the buyer generally has the choice to ask for a price reduction or withdrawal from the agreement. If the buyer is a business, the obvious deficiencies need to be declared in writing within eight days from the date of delivery. Otherwise any warranty claims are forfeited. Postdated within 8 days will suffice to meet the deadline.
- (4) For business customers the warranty period is one year from the date of delivery. For users the statutory period of limitation is two years from the date of delivery.

8. Liability

- (1) Vmaxx is liable for damage arising from deliberate or negligent acts or breach of contractual or pre-contractual obligations by Vmaxx as well as its legal representatives or agents. Liability for slight negligence is excluded unless there is a breach of a cardinal obligation or if it is an issue of injury to body and damage to health.
- (2) Liability for slight negligence is limited to foreseeable damage. This does not apply in

cases of injury to body and damage to health.

(3) Liability regulations according to the Product Liability Act remain unaffected by these liability limitations.

9. Miscellaneous

(1) These terms and conditions are subject to German law; the UN Convention on the International Sale of Goods shall be excluded.

(2) Exclusive place of jurisdiction for contracts with businesses, legal entities under public law or special public funds is the court of jurisdiction at the Vmaxx place of business.

(3) Should one of the terms and conditions herein be wholly or partially invalid, the rest of the contract remains unaffected. The appropriate legal provision comes into effect to fill in for the respective invalid or missing term or condition.

Updated: January 2010