

Terms and Conditions

1. General Information

(1) These terms and conditions apply to all services and offers of Vmaxx GmbH & Co. KG, Hans-Böckler-Straße 9, D-40764 Langenfeld (hereinafter – Vmaxx -) under the domain www.vmaxx.de.

(2) Orders are subject solely to these terms and conditions or the current edition of the terms and conditions at the time the order was placed. The terms and conditions are available on our website under "Terms and Conditions." Any opposing terms and conditions of the purchaser shall be expressly excluded. This also applies to unconditional deliveries from Vmaxx despite known contrary customer terms and conditions.

2. Contract

(1) The offers are subject to change without notice. The contract is concluded online by clicking the [BUY] button. In this way, the customer places a binding order for the goods in their shopping cart. Before the button [BUY] is clicked, the customer can still change their order (e.g. remove individual items or change the number). Immediately after submitting the order, the customer receives an email confirming the receipt of the order at the email address provided. This confirmation does not yet constitute an acceptance of the contract. A contract and thus a contractual commitment for the individual services is concluded if Vmaxx has confirmed the customer's order, which in the legal sense represents the offer to conclude a contract, in writing within 5 days after the order was placed. Further information on ordering options can be found here: <https://www.vmaxx.de/help-possibilities-to-order>.

(2) Vmaxx reserves the right to accept the offer particularly in the event that typing, printing or calculation errors in the online shop have become the basis of the customer's offer.

(3) We do not save the contract text. The order information as well as these terms and conditions are sent to you via email. After the order is concluded, the contract text is no longer accessible on the Internet.

(4) When ordering online, the customer can either set up a customer account that they can also use for future orders, or checkout as a guest. Customers who wish to register as resellers must set up a customer account.

If the customer sets up a customer account, they must safeguard the login information (username / email address and password). Should third parties gain access to the customer's login information due to the customer's wrongdoing, the customer is liable for any loss caused to Vmaxx as a result.

3. Prices and shipping

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

(2) The shipping costs are displayed separately near to the product price and are also shown in the online ordering process before the customer places the order. Shipping costs are calculated according to the destination country. Registered resellers can customize how prices and shipping costs are displayed in the customer menu.

(3) For the shipment of bulky goods abroad and for the shipment of orders to countries not listed on our country list, the shipping costs will be determined individually and communicated to the customer before the order is placed.

For shipments abroad, additional customs duties may apply which are payable to the relevant customs authority directly.

4) If the customer makes use of their right to withdraw, Vmaxx will collect the goods and pay for return shipping costs.

4. Delivery

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

(2) Delivery times and availability are displayed near the product price and are also included in the online ordering process before the customer places the order.

(3) If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods transfers to the customer upon delivery of the item to the shipping company, carrier or other person assigned to carry out the shipment.

5. Payment, retention of title

(1) If the customer is a registered reseller, payment can be made by invoice. Vmaxx reserves the right to insist on prepayment and to make subsequent delivery to the customer dependent on payment of open invoices in full.

(2) Payment is due 10 days after invoicing.

(3) Consumers and other entrepreneurs can pay by credit card (MasterCard or Visa), PayPal or Klarna (Sofort, invoice, installments). When paying by credit card, PayPal or Klarna Sofort, the payment is charged immediately upon ordering. When paying by Klarna invoice or in installments, the payment is charged as soon as we arrange delivery. Orders for collection on site can be paid for in cash, by EC card or by credit card (MasterCard or Visa). More information about payment options can be found here: <https://www.vmaxx.de/help-paymentoptions>

(4) The goods remain in the ownership of Vmaxx until the payment was made in full.

(5) Offsetting with counterclaims is only possible in the case of undisputed or legally established claims.

(6) Expenses arising from wrong information provided by the customer are carried by the customer.

6. Cancellation Policy for Consumer Orders Instructions on Withdrawal

Instructions on Withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days/1 month without giving any reason.

The withdrawal period will expire after 14 days/1 month from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us:

Vmaxx GmbH & Co. KG

Markus Ruebsam

Hans-Böckler-Straße 9

D-40764 Langenfeld

widerruf@vmaxx.de, Tel. +49 (0)2103 - 33 49 29

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form at the end, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will

carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We will pickup the delivered goods. We take return mailing cost of the delivered goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of Instructions on Withdrawal

7. Warranty

- (1) The statutory consumer warranty regulations apply.
- (2) Business customers are required to inspect the goods upon receipt and immediately inform Vmaxx of any discovered defects in writing.
- (3) For business customers the warranty period is one year from the date of delivery. The purchase of used goods is excluded from warranty. For consumers, the statutory period of limitation is two years from the date of delivery, for used goods, one year.

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) Entering into and carrying out any and all contracts is subject to German law. This only applies to you as a consumer insofar that the warranty rights granted to you by the laws governing your place of residence are not revoked. 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.

10. Consumer Arbitration Body / Dispute Settlement Procedure

(1) EU Commission online dispute resolution platform: <https://ec.europa.eu/consumers/odr>.

(2) We are neither obligated nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

11. Consumer Information

Contract Text

We do not save the contract text.

Contract Languages

A contract can be entered into in both the German and the English language. The website is displayed in the German language. You can switch to English by clicking on the German flag on the homepage and then clicking the text "deutsch" and then select English. The contract will then be concluded in the language you selected.

Main Characteristics of the Offered Goods

The main characteristics of the offered goods are listed in the respective product descriptions.

Correcting Errors

If you made an entry error, it can be corrected by going to the respective page of the ordering process and making the desired correction.

Update: Mai 2022

Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract.)

To

Vmaxx GmbH & Co. KG

Markus Rübsam Hans-

Böckler-Straße 9 D-40764

Langenfeld

widerruf@vmaxx.de

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

Ordered on (*)/received on (*): _____

Name of consumer(s): _____

Address of consumer(s):

Signature of consumer(s)
(only if this form is notified on paper)

Date: _____

(*) Delete as appropriate.