

General terms and conditions



1. SCOPE

The following Terms and Conditions (Terms) apply to all orders placed via our online shop.

These Terms also apply to businesses for future commercial relations without the need for any formal expression thereof. Unless expressly approved by us to the contrary, we cannot accept the contractual validity of any conflicting or complementary general terms and conditions used by any business.

The following shall apply to entrepreneurs: If the entrepreneur uses conflicting or supplementary general terms and conditions, their validity is hereby objected to; they shall only become part of the contract if we have expressly agreed to them.

2. CONTRACTUAL PARTNER, FORMATION OF CONTRACT, OPTIONS FOR CORRECTIONS

The contract is concluded with IRreCams Lamprecht.

The presentation of the products in the online store does not constitute a legally binding offer, but a non-binding online catalog. You can initially place our products in the shopping cart without obligation and correct your entries at any time before sending your binding order by using the correction tools provided and explained for this purpose in the order process. By clicking the order button you make a binding offer for the goods contained in the shopping cart. The confirmation of receipt of your order will be sent by e-mail immediately after sending the order.

We accept your offer within two days by

- issuing a declaration of acceptance in a separate e-mail or
- if applicable, the payment transaction is executed by our service provider or the selected payment service provider. The time of execution of the payment transaction depends on the respective selected payment method (see under "Payment").

The alternative that is relevant to you is based on which of the enumerated events occurs first.

3. CONTRACT LANGUAGE, SAVING OF THE CONTRACT TEXT

The language(s) available for concluding the contract: German, English

We save the text of the contract and send you the order data and our GTC in text form. You can view the contract text in our customer login.

4. DELIVERY CONDITIONS

Delivery costs may apply to the product prices displayed. Further information on delivery costs, if applicable, are explained within individual product offers.

We only dispatch goods en route; pick up by the customer is not possible.

5. PAYMENT

The following payment methods are basically available in our online shop.

Advance payment

If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

PayPal

In order to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, legitimize yourself with your access data and confirm the payment instruction. The payment transaction will be carried out by PayPal after you have received the goods. You will receive further instructions in the order process.

PayPal can offer registered PayPal customers and those selected according to its own criteria further payment modalities in the customer account. However, we have no influence on the offering of these modalities; further individually offered payment modalities affect your legal relationship with PayPal. You can find more information about this in your PayPal account.

Invoice

The invoice amount is due 14 days after receipt of the invoice and the goods by bank transfer to the bank account specified in the invoice. We reserve the right to offer purchase on account only after a successful credit check.

6. RIGHT TO CANCEL

You are entitled to the statutory right of cancellation as described in the cancellation policy.

7. RETENTION OF TITLE

The goods shall remain our property until full payment is made.

For entrepreneurs, the following shall apply in addition: We shall retain title to the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the goods subject to retention of title in the ordinary course of business; you assign to us in advance all claims arising from this resale - irrespective of any combination or mixing of the goods subject to retention of title with a new item - in the amount of the invoice amount, and we accept this assignment. You shall remain authorized to collect the claims, but we may also collect claims ourselves if you fail to meet your payment obligations. We shall release the securities to which we are entitled at your request to the extent that the realizable value of the securities exceeds the value of the outstanding claims by more than 10%.

8. DAMAGE DURING DELIVERY

For consumer the following applies: If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

For entrepreneurs, the following shall apply: The risk of accidental loss and accidental deterioration shall pass to you as soon as we have delivered the item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.

9. WARRANTY AND GUARANTEES

9.1 DEFECT LIABILITY LAW

We are under a legal duty to supply products that are in conformity with this contract.

The following restrictions and shortening of time limits shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents

- in case of injury to life, body or health
- in case of intentional or grossly negligent breach of duty as well as fraudulent intent
- in the event of a breach of essential contractual obligations, the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the scope of a guarantee promise, if agreed, or
- insofar as the scope of application of the Product Liability Act is opened.

Restrictions against companies

With respect to entrepreneurs, only our own information and the manufacturer's product descriptions included in the contract shall be deemed to be an agreement on the quality of the goods; we shall not assume any liability for public statements by the manufacturer or other advertising statements. For entrepreneurs, the limitation period for claims for defects in newly manufactured goods is one year from the transfer of risk. The sale of used goods takes place under exclusion of any warranty.

The statutory limitation periods for the right of recourse according to § 445a BGB remain unaffected.

Regulations against merchants

Among merchants, the duty of inspection and notification of defects regulated in § 377 HGB (German Commercial Code) shall apply. If you fail to make the notification regulated therein, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. This shall not apply if we have fraudulently concealed a defect.

9.2 WARRANTIES AND CUSTOMER SERVICE

Information on any additional warranties that may apply and their exact terms can be found with the product and on special information pages in the online store.

10. LIABILITY

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- in case of injury to life, body or health,
- in the event of intentional or grossly negligent breach of duty,
- in the case of warranty promises, if agreed, or
- insofar as the scope of application of the Product Liability Act is opened.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

Otherwise, claims for damages are excluded.

11. ONLINE DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at [here](#) . We are willing to participate in an out-of-court arbitration procedure before a consumer arbitration board.

12. FINAL PROVISIONS

If you are a business, German law applies, to the exclusion of the UN Sales Convention.