

General Terms and Conditions of Damian Jörren and Stefan Junghannß GbR, Landcruising Slackline Solutions

Damian Jörren and Stefan Junghannß GbR
Managing Directors: Damian Jörren and Stefan Junghannß
Meschwitzstr. 15, 01099 Dresden, e-Mail: info@landcruising.de

1. Validity of Conditions

The following Terms and Conditions are subject to the business relations between the Damian Jörren and Stefan Junghannß GbR and the customers. The Damian Jörren and Stefan Junghannß GbR does not recognize opposed or deviated conditions and will explicitly reject them. Any other terms and conditions of the customer are only valid if the Damian Jörren and Stefan Junghannß GbR will accept them in written consent.

2. Conclusion of Contract

In our online catalogue, brochures, adverts etc. our special offers and price information are non-binding and subject to change. Errors and omissions excepted.

By submitting an order, you give us an offer in the meaning of § 151 BGB (German Civil Code). You will receive the confirmation of the order by email. We will alert you for possible errors in the product range on our website, if necessary and will send you a separate and appropriate counter offer.

You waive the receipt of an acceptance, § 151 BGB, p. 1. The contract with us is binding, when we accept your offer within 10 days in written form, or we send you the ordered goods, or you pay in advance. In the case of the agreed payment in advance we will accept the contract at the day of payment if you pay within the period of 10 days after you place the order.

3. Instruction of Retraction

Right of Withdrawal

The buyer has the right to recall the contract explanation without stating reasons within one month. The period begins at the earliest one day after receiving the goods and this instruction in writing. For goods that are not able to be despatched (e.g. for bulky products) you can declare your redemption demand in writing, e.g. by letter, fax or e-mail. Goods that are not able to be despatched will be picked up. To keep in terms timely sending off the revocation statement, the goods or the redemption demand in time suffices. The revocation statement, the redemption demand or the reshipment of the goods has to be made to:

Damian Jörren und Stefan Junghannß GbR
Geschäftsführer: Damian Jörren und Stefan Junghannß
Meschwitzstr. 15, 01099 Dresden, Germany
e-Mail: info@landcruising.de

Revocation sequences

In the event of an effective revocation, each party shall return the benefits received to the other party and reimburse any eventual realized usage (e.g. use advantages). If you are not

able to return the received goods totally or partly not or just in a degraded condition, you have to accomplish if necessary value compensation. For surrender of goods this does not apply, if the degradation of the goods is exclusive on their examination – as it would have been possible in a store - attributable. Apart from that you are able to avoid the value compensation, if you don't take the item like your own in use, and if you forbear everything which could impair their value.

Excluded from the revocation in accordance with sec 312 d subs 4 BGB (German Civil Code) are goods made according to customer specifications (custom) or clearly custom-tailored for the personal needs of the customers.

(Reshipment inside of Germany) You have to pay the reshipment if the delivered goods are equivalent to the ordered goods and if the price of the returning item not exceeds an amount of 40 euros or if the the item exceeds that an amount of 40 euros and you did not rendered the consideration or contractually agreed part payment the at the time of the revocation. Otherwise is the sending back for you without charges.

(Reshipment from abroad) Exceeds the price of the returned goods 40 euros, we repay you a maximum of 4,95 euros from the actual paid costs. At an Order with a value under 40 euros, we are not obligated to bear the costs for the reshipment.

The reverse transaction of the sales contract after revocation takes place in accordance with sec 357 subs. 1 BGB (German Civil Code)

4. Retention of contract

We save your order and the order informations specified by you. You have the option to print an order confirmation. The confirmation email from us about your order is sufficient.

5. Pictures and Descriptions

The product images and descriptions are subject to change. They can partially differ from ordered or supplied products.

6. Prices

Prices shown at landcruising.de are final amounts and are basically without applicable shipping. According to § 19 paragraph 1 of VAT Act, we do not designate sales tax / VAT.

7. Reservation of Delivery

Our delivery is subject to stock lasts. In case of unavailability of the product you will be informed immediately. If you have already provided your return and have paid the price, it will be short termed refunded in full.

The given delivery times are not binding. We are entitled to partial delivery if this is acceptable for the customer. Additional costs arise only with an explicit agreement.

8. Passing of Risk upon Dispatch of Goods

If the goods are dispatched to the Customer upon the Customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon

dispatch of the goods to the Customer, at the latest at the time when the goods leave the factory/warehouse. This shall apply irrespective of whether dispatch of the goods is effected from the place of performance, and irrespective of who bears the freight costs.

9. Retention of Title

The goods remain the property of the vendor until receipt of payment of all existing and due receivables resulting from the business relationship with the buyer.

10. Payment

Only the payment methods which were indicated to the customer in the ordering process are accepted.

11. Guarantee

Basis of any guarantee is the presentation of a valid sales receipt. The warranty period for all our items listed in the online catalogue is two years from delivery date. If longer manufacturer warranties are applicable, these will remain unaffected. If an item purchased by the buyer is defective or becomes defective due to defects in material or production within the warranty period, the vendor is authorised to remedy the defect by subsequent improvement before the customer can assert other warranty claims. Obvious defects have to be indicated immediately at the latest within ten days after acceptance of delivery. The defective goods have to be returned in the same condition as at the time of delivery. If repair or exchange of goods is not possible in an adequate timeframe, the buyer may choose either a discount or the cancellation of the purchase.

12. Liabilities

Compensation claims through default in performance of contract, non-performance, default when the contract is concluded and illegal action are excluded, unless the vendor acts deliberately or negligently. As far as our liability is excluded this shall also cover possible personal liability of our staff members and employees. The liability exclusion does not apply to claims for compensation from inaccurate product descriptions, for which the buyer should protect themselves against the risk of consequential injury caused by a defect.

13. Miscellaneous

This contract and the entire legal relations between the Parties are governed by the laws of the Federal Republic of Germany, excluding UN sales law (CISG).

The place of performance and exclusive venue for all disputes arising from this contract is our place of business, Dresden, Germany, unless the order confirmation states otherwise.

Any agreements which have been made between the parties for the purpose of the implementation of this contract are set out in writing in this contract.

Should individual provisions in this contract be or become invalid, or contain a gap, this shall not affect the remaining provisions. The Parties undertake to replace the invalid provision by a provision which is legally admissible and comes as close as possible to the economic purpose of the invalid provision, or which fills the gap.