

General Terms and Conditions

§ 1 FIELD OF APPLICATION

For the buying of our products via our online-shop solely the following Terms and Conditions in their, at the date of the order relevant version, are valid. Possible, from these conditions differing, regulations are only valid, if they are confirmed by us in writing. In business connections with companies our conditions of sale are also valid for all coming business relations with the purchaser even without an explicit remark.

§ 2 DEFINITIONS

(1) Consumers in terms of these terms of business are natural persons that get into business contact with us without having a connection to their industrial or self-employed activities.

(2) Entrepreneurs in terms of these terms of business are natural and juristic persons or partnerships with legal capacities, that get into business contact with us in connection with their industrial or self-employed activities.

§ 3 CONCLUSION OF THE CONTRACT

(1) The act of sale becomes binding, if we accept your order by delivering the goods or by sending a confirmation of order in writing within 7 days in maximum.

(2) Your order will be stored by us for 12 month after you placed the order. If you should lose your documentation to your order, please refer to us by e-mail/fax/telephone. We are pleased to send you a copy of the documentation to your order.

§ 4 Rescission

(1) The seller reserves himself the right to rescission in case of writing-, printing- and calculation errors in the description of the auction. This right also exist, if the purchaser gave false information concerning his person or his credit-worthiness or insolvency proceedings were started upon his legal estate or were rejected due to a lack of legal estate. For such a case the purchaser is entitled to do a prepayment or to provide a surety.

(2) In case of a partial rescission already delivered goods or performed services have to be charged and paid according to the contract in addition to possible claims for damages.

§ 5 Delivery

(1) The delivery is done by sending the goods to the address given by the customer against the given costs for packaging and delivery. If the customer demands a special kind of delivery that results in additional costs, these costs has to be paid by the customer.

(2) If the customer is a consumer, the risk is transferred to the purchaser directly after the delivery was handed over to the purchaser. In the case that the purchaser is an entrepreneur, the risk is transferred to him as soon as the seller has handed over the delivery to the forwarding agent, the carrier or the person that is intended to perform the delivery or the institution.

§ 6 Damages in Transit

(1) Obvious damages in transit at the packaging or the content or obviously wrong deliveries should be reported by the purchaser without delay to the forwarding agent/carrier – without affecting his legal warranty rights – and, if possible, refuse the delivery. In addition the purchaser should inform the seller via telephone or in writing (postal mail/Fax/e-mail) so that the seller can assert his right against the forwarding agent/carrier or supplier. The same holds for hidden defects- again without affecting his legal warranty rights -, that can only be seen after the packaging is opened. The missing of a reclamation or establishing of contact has no consequences for you. But you do help us to assert our rights against the forwarding agent.

§ 7 PRICES, DELIVERY COSTS

(1) The corresponding delivery costs are shown separately and have to be paid by the purchaser.

(2) The prices of the named goods are final prices. They do not include the costs for packaging and delivery.

(3) If a right of withdrawal according to § 312d paragraph. 1 clause 1 BGB is existent and executed, the costs for reshipment are exposed to the consumer, if the price of the goods to be sent back is not higher than 40 Euros or if, for a higher price of the good, the consumer did not bring the equivalent or partial payment until the time the withdrawal was made, except if the delivered goods do not match the ordered ones.

§ 8 PAYMENT, DELAY

(1) The purchasing price has to be paid within 7 days after the purchase contract was made and can be balanced by using the payment methods offered in the according quotation.

(2) As long as the buyer is in a delay of payment, he has to cover for any negligence and is liable for the accidental perishing or the impairment of the performance, except the damage would also have shown up, if the payment had been done in time.

(3) The enforcement of an exceeding damage is not excluded by this regulation.

§ 9 RESERVATION OF PROPRIETARY RIGHTS

Until the complete payment of all outstanding claims, the delivered goods remain the property of the seller.

§ 10 CHARGING, RETAINING LIEN

The right of charging for the buyer is only given, if his counter-claims are undisputed by the seller or are established as final and absolute. The buyer is only authorised to exercise a retaining lien as long as his counter-claim is based on the same contractual relationship.

§ 11 DEFECT LIABILITY

(1) Are the ordered goods at the time of passing of risk afflicted with defects and is therefore not suitable for the intended use according to the contract, the purchaser has, within the legal defects liability period firstly the right to choose between remediation of the defect by repair/amendment or delivery of new goods.

(2) If the supplementary performance fails, which is normally the case after a second unsuccessful attempt, the buyer has the right to demand the reduction of the buying price (Diminution) or to retreat from the contract or to demand damage

compensation. If the buyer has set an appropriate time limit for the supplementary performance unsuccessfully, he can demand damage compensation instead of the goods or reimbursement of expensive respectively, according to the following regulations.

(3) If the buyer bought as consumer, his legal guarantee claims prescribe in case of defects for buying of new goods within two years, in case of buying used goods within one year since passing of risk.

(4) Is the purchase a trading transaction for the buyer and the seller, the buyer must check the delivered goods immediately for deviations of quality and amount and he has to notify the seller immediately about visible defects; otherwise the enforcement of the warranty claim is excluded. The seller has to be notified about hidden defects directly after the recognition of these defects. To meet the deadline, timely mailing shall suffice. In this case, the buyer covers the full onus of proof for any eligibility criteria, in particular for the defect itself, the time of detection of the defect and for the timeliness of the notification of the defect.

(5) Defects due to improper actions or actions in contrary to the contract of the buyer during installation, connection, use or storage will not be replaced by us.

§ 12 LIABILITY

(1) The seller has an infinite liability according to mandatory legal liability regulations.

(2) For other damages than those created by the violation of life, body or health the seller is only liable, if an intentional or grossly negligence action or a culpable violation of an essential contractual obligation can be imposed to us our assistant or our vicarious agent respectively. A further liability for damage compensation is excluded. The regulations of the Product Liability Act remains unaffected.

(3) For negligent violations of essential contractual obligations the seller is liable according to the amount limited to the foreseeable and typical damage for this type of contract, which in general does not exceed the purchasing price of the ordered goods. An essential contractual obligation covers such obligations that are necessary for a correct execution of the contract and in whose compliance the seller can regularly belief.

(4) The legal statues of limitation are valid.

§ 13 ASSIGNATION

(1) The assignation of any kind of demands or claims against the seller to a third party is excluded, as long as the seller does not explicitly accept the assignation in writing. The seller is committed to assignation, if the buyer has proven a legitimate interest in the assignation.

§ 14 APPLICABLE LAW AND LEGAL VENUE

(1) The business relationship between seller and buyer are subject to the law of the Federal Republic of Germany by excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) Court of jurisdiction is Frankfurt am Main or Lübeck in Germany, as long as the purchaser is businessman or a body corporate organized under public law or special fund under public law.

Instructions on withdrawal

Right of withdrawal

You can withdraw your contractual statement in writing (e.g. letter, fax, e-mail) within one month without stating reasons or – if the good is handed over to you before the end of the time limit – by reshipment of the goods.

The time limit starts after receiving these instructions in writing, but not before the goods are delivered to the recipient (for periodic deliveries of similar goods not before the first partial delivery is received by the customer) and also not until we fulfilled our obligation for information according to Article 246 § 2 in combination with § 1 clause 1 and 2 EGBGB as well as our obligations according to § 312e clause 1 phrase 1 BGB in combination with article 246 § 3 EGBGB. The withdrawal period shall be deemed observed if the goods are returned or notice of revocation is given within the time limit.

The withdrawal is to be sent to:

nanoproofed gmbh
Niederlassung
Blauenkrog 15
23684 Scharbeutz - Germany

Fax 04524 - 733 44 54
e-Mail: info@nanoproofed.de

Consequences of withdrawal

In the event of a valid withdrawal, any services or products received, and any profit derived therefrom, if any, such as interest, shall be returned. In the event that you are unable to return the services or products received in their entirety or at all, or where you can only return them in a deteriorated state, then you will be liable to pay compensation to us accordingly. Incidentally you can avoid the obligation for pay compensation in case of an existing deterioration due to an intended use of the good by not using the good as if it is your property and by omitting anything that reduces the value of the good.

For the surrender of goods this is not valid, if the deterioration of the goods is only to be attributed to testing of the goods – as it is possible in a normal retail shop. Goods eligible for shipping as package are to be returned on our risk. You have to cover for the reshipment costs, if the delivered goods are matching the ordered ones and if the price of the goods to be reshipped does not exceed a value of 40 Euro or if you, for a higher value of the goods, at the time of withdrawal did not provide the equivalent or a contractual fixed partial payment. In any other cases the reshipment is free of costs for you. Goods those are not eligible for shipping as package will be picked up at your place.

Liabilities for the refunding of payments must be fulfilled within 30 days. The time limit starts for you with the sending of the withdrawal or the good, for us with receiving the goods.

End of the instructions on withdrawal.