

TERMS & CONDITIONS

for private end consumers.

§ 1 Scope of Application, Definition of Terms

These General Terms and Conditions shall apply to all orders placed by consumers within the meaning of § 13 BGB German Civil Code (hereinafter referred to as the client) via the online shop at clax.de of

Rauschenberger Innovations GmbH
Hofäckerstrasse 3
71732 Tamm
email address:
info@rauschenberger.de
phone: +49-7141 66 23 33
fax: +49-7141 66 23 44
(hereinafter: supplier).

A consumer denotes any natural person who enters into a legal transaction for the purposes which can not be attributed primarily to their commercial or their self-employed professional occupation.

§ 2 Conclusion of Contract

(1) The client can select products from the line of goods of the supplier and collect them in a so-called shopping basket by means of the button "add to shopping basket". By clicking on the button „order now“, he/she submits a binding request for purchasing the goods that are in the shopping basket. Before sending the order, the client can change and view the data at any time. However, the request can only be submitted and transmitted if the client accepts these contractual terms and conditions by clicking on the „Accept Terms and Conditions“ button.

(2) The supplier can accept the order by sending a separate order confirmation by e-mail or by delivering the goods. The acknowledgement of receipt of the order is given by an automated e-mail immediately after the order has been sent and does not yet constitute any acceptance of the contract.

§ 3 Delivery, Availability of Goods

(1) Unless a different delivery period is specified, the delivery period shall be up to 5 days from order confirmation.

(2) If, at the time of the client's order, no specimen of the product selected by him/her are available, then the supplier shall immediately notify the client thereof. Should not all products ordered be in stock, then the supplier shall be entitled to partial deliveries at his own expense, to the extent this is reasonable for the client.

(3) Should the product designated by the client in the order not be available or only temporarily unavailable, then the supplier shall immediately notify the client thereof. In the event of delivery delay of more than two weeks, the client shall have the right to revoke the contract. Furthermore, in this case, the supplier shall also be entitled to withdraw from the contract. He shall in this case refund without delay any payments already effected by the client.

§ 4 Retention of Title

The goods delivered shall remain in the ownership of the supplier until full payment has been received. Prior to the transfer of ownership, any pledge, transfer by way of security, processing or transformation without the consent of the supplier shall not be permitted.

§ 5 Prices and Shipping Costs

(1) The purchase prices stated on the website of the supplier contain the statutory value-added tax (VAT).
(2) The supplier shall deliver to the client free of shipping charges within the Federal Republic of Germany.

§ 6 Payment Modalities

(1) The client can effect payment by payment in advance, credit card or Paypal.
(2) Payment of the purchase price shall be due immediately upon conclusion of the contract. If the due date of the payment is determined according to the calendar, then the client shall already be in default by letting the date lapse.
(3) In case of default, the client shall pay default interest at a rate of 5 percentage points above the base rate. The client's obligation to pay default interest shall not preclude the supplier from claiming further damage caused by default.

§ 7 Warranty for Material Defects, Guarantee

(1) The supplier shall be liable for material defects according to the applicable statutory regulations, in particular § 434 et. seqq. BGB (German Civil Code).
(2) Any additional guarantee for the goods delivered by the supplier shall only be given where this has been expressly stated in the order confirmation for the respective item.

§ 8 Consumers' Right of Revocation

Consumers have a right of revocation of fourteen days. Consumer specifies any natural person who enters into a legal transaction for purposes which can not be attributed primarily to their commercial or their self-employed professional occupation.
Notice on Revocation
Right of Revocation
You have the right to revoke this

contract within a period of fourteen days without stating reasons. The period of revocation shall be fourteen days from the date on which you or a third party that you designate, which is not the carrier, have or has taken possession of the last product.

To exercise your right to revocation, you must contact us
Rauschenberger Innovations GmbH
Hofäckerstrasse 3
71732 Tamm
e-mail address: info@rauschenberger.de
phone: +49-7141 66 23 33
fax: +49-7141 66 23 44

by means of a clear declaration (for example, a letter sent by mail, fax or email) about your decision to revoke this contract. You may use the appended revocation form template, but this is not required. You can also electronically fill in and submit the revocation form template or other clear declaration on our website clax.de. If you use this option, we shall immediately send you an acknowledgement of receipt of such a revocation (e.g. by e-mail). In order to comply with the revocation period, it is sufficient that you send the notice of exercising the right of revocation before the revocation period has expired. Consequences of the Revocation
If you revoke this contract, then we shall return all payments that we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the standard delivery offered by us), within a period of fourteen days from the date on which the notice of revocation of this contract has been received by us. We shall use the same payment means for such return of payment that you used in the original transaction, unless expressly agreed upon otherwise; in no case shall you be charged for this return payment. We may refuse return payment until we have received the goods returned or until you have provided evidence that you have returned the goods, whichever is earlier.

You must return the goods to us immediately or certainly no later than fourteen days from the date on which you inform us of the revocation of this contract. The deadline has been observed where you dispatch the goods prior to the expiry of the period of 14 days. You shall bear the immediate cost for returning the goods. You shall only be liable for any decrease in value of the goods where this decrease in value is attributable to your handling the goods in a manner that is not necessary for examining the nature, characteristics and mode of operation of the goods.

§ 9 Contractual Language

The contractual language is German.

§ 10 Storage of the Contractual Text

The contractual text shall be stored by the supplier. The client can save it by printing it via the printer by means of the printing function of the supplier or his browser. Any reproducible form of the contractual text must be saved by the client him/herself (for example, by means of screenshots of the respective offer or by converting the contractual text into .pdf format).

§ 11 Final Provisions

(1) Contracts between the supplier and the client shall be subject to the laws of the Federal Republic of Germany with the exclusion of the Vienna Convention (CISG). Orders from consumers from abroad entail that mandatory regulations or the protection by the respective country of residence granted by judicial legislation shall remain in effect and apply accordingly.
(2) Should any provision of these General Terms and Conditions be invalid, then the remaining provisions shall remain valid. The relevant statutory provisions shall apply in place of the invalid provision.

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