

General terms and conditions

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1. Scope

The following Terms and Conditions apply to all orders placed via our online shop. Our online shop is for consumers only.

2. Contractual partner, formation of contract, options for corrections

The contract is concluded with Stadler Form Germany GmbH.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the products contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

3. Contract language, saving of the contract text

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

The text of the contract will not be saved by us.

4. Delivery conditions

Delivery costs

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

Delivery options

We ship the products to the delivery address specified in the order process.

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.

PayPal

In cooperation with the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), we offer you the following payment options as PayPal services. Unless otherwise specified below, payment via PayPal does not require registration with PayPal. You will find further information within the respective payment option and in the ordering process.

PayPal, PayPal Express

In order to be able to pay the invoice amount via the PayPal payment option, you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal immediately after placing the order.

PayPal may offer registered PayPal customers further payment modalities in the customer account selected according to its own criteria. 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 on this in your PayPal account.

Credit card via PayPal

Your card will be charged by PayPal after the goods have been sent out.

Direct debit via PayPal

Precondition for payment by direct debit via PayPal is an address and credit check, the payment is made directly to PayPal. By confirming the payment instruction, you grant PayPal a direct debit mandate. You will be informed by PayPal about the date your account is charged (so-called prenotification). The account will be charged before the goods are sent out.

Klarna

In cooperation with the payment service provider Klarna Bank AB (publ.), Sveavägen 46, 111 34 Stockholm, Sweden ("Klarna") we offer you the following payment options. Unless otherwise specified below, payment via Klarna requires a successful address and credit check and is made directly to Klarna. Further information is provided with the respective payment option and in the ordering process.

Purchase on account via Klarna

The invoice amount is due after shipping the goods and receipt of the invoice. Purchasing on account can only be used by consumers.

Klarna may offer additional payment options in the customer account to registered Klarna customers selected according to Klarna's own criteria. We have no influence on the offering of such additional options; any further individually offered payment options are part of your contractual relationship with Klarna. For further information, please refer to your Klarna account.

Financing via Klarna

You can pay the invoice amount in up to 36 monthly installments.

For some orders, a down payment may be required. The due dates are determined according to Klarna's payment schedule. The installment payment option via Klarna can only be used by consumers.

Klarna may offer registered Klarna customers, selected according to its own criteria, additional payment options in their customer account (e.g., interest-free installment plans). We have no influence over the offering of these options; an additional individually offered payment options concern your legal relationship with Klarna. Further information can be found in your Klarna account.

Credit card via Klarna

You enter your credit card details in the ordering process. Your card will be charged by Klarna immediately after placing the order. An address and credit check does not take place.

Sofort/Sofortüberweisung via Klarna

In order to pay the invoice amount via Sofort/ Sofortüberweisung through Klarna, you must have a Klarna account and a bank account enabled for online banking, verify your identity accordingly, and confirm the payment instruction. When paying via Sofortüberweisung, Klarna does not perform a credit check. Your account will be debited immediately after the order is placed. Further instructions are provided during the checkout process.

6. Damage during delivery

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.

7. Warranty and guarantees

7.1 Liability for defects

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

The statutory guarantee provisions (liability for defects) shall apply. With respect to consumers, statutory warranty rights governed by the law of the country where the consumer has his habitual residence shall apply. Information on any additional guarantees and their precise conditions that may apply can be found next to the product and on specific information pages in the shop, if applicable. Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address provided for this purpose. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

7.2 Guarantees and customer service

Information on any additional voluntary guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop, if applicable.

Customer service: Our customer service is available for queries, complaints and claims on working days from 8 a.m. to 12 p.m. and 1:30 p.m. to 4 p.m. via phone at 0049 211 – 97 53 16 40 as well as via email at service@stadlerform.com

8. 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

- for injury to life, limb or health

- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

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

9. Dispute resolution

In order to settle disputes arising from a contractual relationship with a consumer or from whether such a contractual relationship exists at all, we are willing to participate in dispute settlement proceedings before a consumer dispute resolution body.

[Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V.](#) is responsible for providing you with information and referring you to the appropriate entity for alternative dispute resolution.

Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V.

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