

# Terms and Conditions

## G T C of the Online Shop Wikingerparts

The following terms and conditions are in English and can be printed or downloaded.

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### 1. Area of Validity

1.1. The business relationship between Wikingerparts, owner: Gabriele Brendebach, Goßstraße 6, D-53842 Troisdorf (in the following “seller”) and the client (in the following “client”) exclusively underlies the following terms and conditions, as valid at the moment of placing the order.

1.2. Our shop hotline is available for questions, reclamations, and complaints from Monday to Friday 9.00 a.m. – 2 p.m. and 4 p.m. – 6 p.m. under the telephone number +49 (0)2241 – 83 088. We are available via our email address at [info@wikingerparts.de](mailto:info@wikingerparts.de) from Monday to Friday 9.00 a.m. – 7 p.m. and Saturdays 10 a.m. – 2 p.m.

1.3. A consumer is considered every natural person that completes a legal transaction for purposes not associated his or her activities in regard to self-employment or business ownership (§ 13 BGB)

1.4. Any conditions of the client varying from these specifications are not accepted, unless the seller has explicitly agreed to their validity.

### 2. Offers and Service Specifications

2.1. The product depictions in the online shop do not represent a legally binding offer, but merely an invitation to submit an order. The service specifications described in catalogues and on the website do not equal a warranty or guarantee.

2.2. All offers are valid “as long as supplies last”, unless the products are marked otherwise. Errors can expected.

### 3. Ordering Procedure and Completion of Contract

3.1. The client can tentatively select products from the seller’s product range and collect them in his or her shopping cart by clicking the **add to shopping cart** button. Within his shopping cart, the client can complete the ordering procedure by clicking the **Continue to Checkout**

button.

3.2. By clicking the **Checkout** button, the client submits a legally binding order for the products in his or her shopping cart. Before submitting the order, the client can change and view his information at any time. Required information is marked by (\*).

3.3. The client receives a printable automatic confirmation email, listing the order details once more. This automatic confirmation merely documents that the seller has received the client's order. It does not represent an acceptance of the contract. A contractual agreement only takes effect if the seller has delivered the ordered product to the client within 2 days or confirmed the delivery to the client within 2 days via a second email which explicitly contains an order confirmation or invoice for the ordered product.

3.4 Should the seller allow cash in advance payments, the contract takes effect with the provision of the bank details and the payment request. Should the client not pay within 10 calendar days of receiving the payment request, even after a renewed payment reminder, the seller will withdraw from the contract. This means that the order becomes obsolete and the seller is under no obligation to deliver. In such a case, the order simply becomes obsolete without any consequences for client or seller. The reservation of an article with advance payment can therefore only be held for 10 days.

#### **4. Prices and Delivery Charges**

4.1. All prices include the legally valid VAT.

4.2. In addition to the indicated prices, the seller charges delivery costs. Any delivery charges are clearly stated on an individual info page as well as during the ordering procedure.

#### **5. Delivery, Product Availability**

5.1. If advance payment has been agreed upon, the delivery ensues after the billing amount has been received.

5.2. Provided it is not unreasonable, the seller is allowed partial deliveries at his own cost in the event that not all ordered products are in stock.

5.3. Should the delivery fail by fault of the seller despite 3 delivery attempts, the seller has the right to withdraw from the contract. Any payments will be returned promptly.

5.4. If an ordered product is unavailable because the seller has not received deliveries through no fault of his own, he can withdraw from the contract. Should this be the case, the seller will inform the client immediately and possibly offer the delivery of a comparable product. Should the client not wish for a comparable product or should there be no comparable product available, the seller will reimburse the client for any payments made.

5.5. Clients are informed about delivery times and restrictions (restriction of deliveries to certain countries) on an individual info page or within the respective product descriptions.

#### **6. Payment Procedures**

6.1. During the ordering procedure, the client can choose one of the available payment methods. An individual info page provides insights into the different payment methods.

6.2. If the payment via invoice is possible, the required amount must be paid within 30 days of receiving products and invoice. All other payment methods require advance payment without any subtractions.

6.3. If third parties, such as PayPal, are tasked with the payment transaction, their terms and conditions apply.

6.4. If the payment date is determined by the calendar, the client is in default with the passing of this date. Should this be the case, the client must pay all legal default charges.

6.5. The client's obligation to pay default charges does not preclude the raising of a claim for further damages caused by delay.

6.6. The client only has the right to compensation, if his or her counter-claim has been ascertained in a legally binding manner or if the seller has acknowledged it. The client can only exercise his right of retention if the claims result from the same contractual agreement.

## **7. Title Retention**

Until the delivered product is paid in full it remains the property of the seller.

## **8. Material Deficiency Warranty and Guarantee**

8.1. The warranty is determined by legal regulations.

8.2. A warranty for the delivered products is only valid if it was given explicitly. Clients are informed about warranty conditions before the ordering procedure is initiated.

## **9. Liability**

9.1. Regardless of all other rights and claims, the following liability disclaimers and limitations are valid for the seller's liability in regard to compensation.

9.2. The seller is liable without limitation if the cause for the damage can be associated with bad intent or gross negligence.

9.3. The seller is liable for the slightly negligent violation of basic duties, which could compromise the attainment of the contract. The seller is furthermore liable for the violation of duties whose fulfilment allow the proper implementation of the contract and on whose observance the client depends. In such cases, the seller is liable only for the predictable, contract typical damage. The seller is not liable for slightly negligent violations other than the ones mentioned above.

9.4. The liability limitations mentioned above do not apply in case of injury to life, body, and health, in case of defects after the acceptance of the warranty for the quality of the product, and in case of fraudulently omitted defects. The liability according to Product Liability Law remains intact.

9.5. If the liability of the seller is limited or precluded, this also applies to the personal liability of employees, sales personnel, and agents.

## **10. Storage of the Contractual Text**

10.1. The client can print out the contractual text before submitting an order to the seller by using the print function of his browser during the last step of the ordering procedure.

10.2. The client will furthermore receive a confirmation email, listing all order data, from the seller. With this order confirmation, the client will also receive a copy of the GTC and cancellation policy/return policy, as well as information regarding delivery charges, and delivery- and payment conditions. Should you be a registered user, you can view your orders on your profile page. Additionally, we store the contractual text but do not make it accessible on the internet.

## **11. Data Security**

11.1. The seller handles all personal data of the client appropriately and according to legal policies.

11.2. All personal data entered for the purpose of ordering a product (such as name, email

address, address, and payment details) are used by the seller to ensure the fulfilment and completion of the contract. All data is treated confidentially and will not be given to third parties which are not involved in the order-, delivery- or payment process.

11.3. The client has the right to receive free information regarding any personal data saved by the seller. Additionally, the client has the right to have incorrect data corrected, as well as the right to have any personal data deleted or blocked as long as this does not oppose any legal retention obligations.

11.4. Further information regarding the place, purpose, extent, and form of the elicitation, processing, and use of the required personal data by the seller can be viewed in the data security statement.

## **12. Jurisdiction, Governing Law, Contract Language**

12.1. The jurisdiction and place of execution is the location of the seller, should the client be a merchant, a legal person under public law or a special fund under public law.

12.2. The contract language is German.

## **13. EU Platform Online Dispute Resolution**

To 01 January 2016, the European Commission launched a European platform for online dispute resolution (OS) ready. The EU Platform Online Dispute Resolution (OS) can be accessed via the link <http://ec.europa.eu/consumers/odr/>.

You can also contact us via our e-mail address [info@wikingerparts.de](mailto:info@wikingerparts.de).

### **Wikingerparts**

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