

Autoteile Post AG

General Terms of Business, Delivery and Payment

1. Scope

Our products are aimed exclusively at entrepreneurs.

In addition to the verification of your entrepreneurial status in the context of the order process, we shall be entitled to require proof of your entrepreneurial status via the submission of suitable and up-to-date documents, e.g. commercial register extract or business registration.

These terms of business shall also apply to future business relationships without us having to refer to them again. If the entrepreneur uses conflicting or supplementary terms of business, the validity thereof is hereby excluded; such terms shall only become part of the contract if we have expressly consented to this.

2. Contracting parties and conclusion of the contract

The purchase contract is concluded with Autoteile Post AG.

The presentation of the products does not constitute a legally binding offer, but a non-binding catalogue of goods, unless expressly agreed otherwise.

You are bound to your order for a period of two weeks from receipt by us. Changes and additions require our written acceptance.

A purchase contract is concluded by declaration of acceptance. You will also receive a written order confirmation.

3. Contract language, contract text storage

The language available for the conclusion of the contract is German.

We save the contract text and send you the order data and a link to our terms of business by email. Customers who order online can view the contract text in our customer login.

4. Delivery conditions

Unless otherwise agreed, the prices are ex works excluding transport packaging.

Shipping costs are in addition to the product prices given. You can find out more regarding the amount of the shipping costs from the offers on our online shop or this information can be requested from us.

If we do not have the product you have ordered available because we are not provided with it by our reliable supplier without any fault on our part despite the order for the same product having been placed, we will inform you immediately in the order confirmation. We shall therefore be released from our performance obligation and may withdraw from the contract. If you have already made payments, these shall be refunded without undue delay.

Providing that delivery is made to us, we shall ensure prompt delivery. If part of the order is not immediately available because we are not provided with it by our reliable supplier without any fault on our part despite the order for the same product having been placed, we shall deliver the remaining goods without charging any additional shipping costs, insofar as this is reasonable for you.

5. Payment, offsetting and retention

Statutory value added tax is not included in the prices quoted. The statutory amount shall be shown separately on the invoice.

We will send you any invoice by post or, with your consent, by email. This consent may be revoked at any time. In addition, we may send collective invoices twice a month if necessary.

In the event of default of payment, we reserve the right to charge you the statutory default interest of nine percentage points above the base rate and a lump sum of EUR 40. Further claims shall remain unaffected.

You shall only have the right of offset if your counterclaim is in a relationship requiring reciprocal performance with our principal claim, is not disputed by us or has been legally established. Offsetting against claims of a group company of the buyer shall be excluded in general.

You shall only have the right of retention if your counterclaim is based on the same contractual relationship.

6. Price increases

We reserve the right, in the case of contracts with an agreed delivery period of more than four months, to increase the prices according to cost increases that have occurred as a result of subcontracting agreements, collective agreements or material price increases.

If the price increase is more than 5% of the agreed purchase price, the buyer shall be entitled to withdraw from the contract in accordance with Section 313 (3) German Civil Code (BGB). Claims for compensation for damages by the buyer shall be excluded.

7. Replacement deposit

For some articles you have the option of choosing between new goods or a replacement part. Replacement parts are used, technically and optically reconditioned or repaired parts. If you choose a replacement part, we will charge you a deposit for the purchase price. The deposit will be refunded as soon as the customer has sent the old part to our headquarters and this is still suitable for repair. You are entitled to repayment of the deposit in the amount of the deposited sum. The standard limitation period of three years shall apply.

8. Retention of title

We shall reserve the title to the goods until full settlement of all claims arising from an ongoing business relationship. You may resell the reserved goods in ordinary business; all claims resulting from this resale shall be assigned to us in advance up to the amount of the invoice, irrespective of any combination or mixing of the reserved goods with a new item, and we shall accept this assignment. You shall remain authorised to collect the claims, but we may also collect claims insofar as you do not adhere to your payment obligations.

If you combine or mix the reserved property with other items or process the reserved property, we shall acquire joint ownership of the new item in proportion of the value of the reserved goods to the other processed items at the time of combining, mixing or processing. If your item is to be regarded as the main item, then you shall transfer pro rata joint ownership to us. We shall release the securities to which we are entitled on request to the extent that the value of the securities exceeds the claims to be secured by more than 10%.

9. Transport damage

The risk of accidental loss and accidental deterioration shall be transferred to you as soon as we have delivered the item to the freight forwarder, carrier, person or organisation otherwise responsible for carrying out the shipment. For merchants, the obligation to inspect and give notice of defects regulated in Section 377 German Commercial Code (HGB) shall apply. If you do not provide the notice set out therein, the goods shall be deemed to have been approved unless there are defects that were not identifiable during the inspection. This shall not apply if we have fraudulently concealed a defect.

We shall only obtain transport insurance on request made in good time and at the expense of the buyer.

10. Warranty and guarantees

Unless otherwise expressly agreed below, the statutory warranty rights shall apply. The sale of used items shall take place under exclusion of any warranty. When selling new items, the following shall apply:

The limitation period for claims for defects is one year from the transfer of risk; the statutory periods of limitation for the right of recourse according to Section 478 German Civil Code (BGB) remain unaffected. As an agreement on the nature of the goods, only our own information and the product descriptions of the manufacturer, which were included in the contract, shall apply; we accept no liability for public statements made by the manufacturer or other advertising statements. If the delivered goods are defective, we shall initially provide warranty at our discretion by remedying the defect (rectification) or by providing a defect-free item (replacement). The above limitations and shortened terms shall not apply to claims for damages caused by us, our legal representatives or vicarious agents

- in case of injury to life, body or health,
- in case of intentional or grossly negligent breach of duty as well as malice,
- in case of breach of essential contractual obligations, the fulfilment of which enables the proper execution of the contract in the first place and on the compliance of which the contracting parties may regularly rely (cardinal obligations)
- insofar as the scope of application of the Product Liability Act is opened or
- as part of a guarantee promise, insofar as agreed.

11. Design and shape changes and deviations

Design/shape changes, deviations in colour and changes to the scope of delivery by the supplier shall remain reserved, provided they are reasonable to the buyer for particular reasons. If the goods are not changed significantly and are reasonable to the buyer, these changes shall not represent a material defect.

12. Liability

We shall always be liable without limitation for claims due to damage caused by us, our legal representatives or vicarious agents

- in case of injury to life, body or health,
- in case of intentional or grossly negligent breach of duty,
- in case of guarantee promise, insofar as agreed, or
- insofar as the scope of application of the Product Liability Act is opened.

In the event of a breach of essential contractual obligations, the fulfilment of which enables the proper execution of the contract in the first place and on the compliance of which the contracting parties may regularly rely (cardinal obligations) by ordinary negligence on the part of us, our legal representatives or vicarious agents, the liability shall be limited to the damage foreseeable at the time the contract was concluded, which is typically to be expected. Otherwise, claims for damages shall be excluded.

13. Final provisions

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

If you are an entrepreneur, then German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a merchant within the meaning of the Commercial Code, legal entity under public law or special fund under public law, the sole place of jurisdiction for all disputes arising from contractual relationships between us and you shall be our place of business.