

# Terms and Conditions for orders in the alfer-shop.de

## Section 1 · Scope

The valid version of the following general terms and conditions in force at the time of the order apply to the business relationship between **alfer** aluminium Gesellschaft mbH, Industriestr. 7, 79793 Wutöschingen, Telephone: +49 7746 9201-0, Fax: +49 7746 9201-92, Email: info.eng@alfer.com (hereinafter abbreviated to **alfer**) and yourself as the ordering party.

Differing and opposing conditions from the ordering party are not recognised by **alfer** unless **alfer** explicitly consents to their application.

A consumer is any natural person who concludes a contract with us that can be mainly assigned neither to their commercial or self-employed business activity.

## Section 2 · Requirements for an order

Each order must be for a minimum value of EUR 30.00.

**alfer** does not offer any products for sale to minors. Even **alfer** products for children can only be purchased by adults.

## Section 3 · Order process, contract conclusion, storage and accessibility of the contract text

The order process in our **alfer** shop can be conducted in German, English and French and covers a total of four steps:

In the first step you can select products from the range, set the order quantity and collect them without obligation in a so-called shopping basket via the "Place in basket" button. In the second step you can view and edit the content of the shopping basket.

In the third step you can select whether you want

- (a) to log in with your registration data,
- (b) to order without registration, or
- (c) to order and at the same time register as a customer.

In case (a) you then log in with your registration data (email address and password) to the **alfer** shop. Your saved data is then called up automatically from our system.

In case (b) and (c) you are now requested to enter your personal data (name, address, email address) and in case (c) also a personal password.

In all cases there is the option to enter a different delivery address.

In the fourth step, you are again shown the order preview which contains the selected products.

a) In this view you can again check the content of the shopping basket and correct entry errors. All entry errors can be corrected by the user by pressing Back in the browser.

b) In this view **alfer** refers you explicitly to these general terms and conditions and the data protection declaration, which you can view by clicking the link under the words "General terms and conditions" or "Data protection declaration". To continue the order process it is necessary to activate the fields in front of the links to the general terms and conditions and the data protection declaration by clicking them.

c) Via the "Buy" button you submit a binding request to buy the goods found in the shopping basket.

By sending the order you provide a binding offer to conclude a purchase contract. After receiving your order an automatic receipt confirmation is displayed showing the number for your order; you can print this out via the link under the word "Print". This automatic order confirmation only documents that your order was received by **alfer** and does not indicate that the order has been accepted.

The confirmation is also sent by email. We save the orders that you have made. If you have registered you can view and print these at any time from "My account". These general terms and conditions and the data protection declaration are also available for viewing, storing and printing on the pages of the **alfer** shop.

A purchase contract only comes into existence when **alfer** sends the ordered product to you. No purchase contract comes into existence for products from the same order that are not listed on the delivery note - which is enclosed when the products are dispatched.

## Section 4 · Offsetting, retention

You only have a right to offset if your counter-claim has been determined in a legally binding manner or is undisputed by **alfer**.

You are permitted to execute a retention right to the extent to which your counter-claim is based on the same contractual relationship.

## Section 5 · Retention of title

**alfer** retains the ownership of all items delivered to you until full payment of all claims from the business relationship with you.

Until ownership is transferred, you are not entitled to dispose of the items delivered.

On garnishment, confiscation, damage and/or loss of the items delivered, you must inform **alfer** without delay; any infringement of this duty gives **alfer** the right to withdraw from the contract. The ordering party bears all costs that must be incurred in particular as part of a third-party action against execution to successfully dissolve a garnishment and if nec. to successfully repurchase the items delivered if they cannot be retracted from third parties.

If **alfer** has successfully withdrawn from the contract, **alfer** is entitled to take back the retained goods if the retraction was announced with an appropriate period. The costs incurred by executing the retraction right, in particular for transportation, are borne by you. **alfer** is entitled to utilise the returned retained goods and satisfy itself from the proceeds if the utilisation was announced with an appropriate period. If the proceeds exceed the open claims from the contractual relationship the excess will be returned to you.

## Section 6 · Defects

If the purchased item has a defect you are entitled to the statutory warranty claims.

If subsequent fulfilment (Nacherfüllung) has been provided by way of replacement delivery, you are obliged to return the initial defective goods delivered to **alfer** within 30 days using the UPS sticker provided by **alfer**. Please use our return form (PDF-file). Defective goods must be generally returned in compliance with the statutory requirements. **alfer** reserves the right to assert damages under the conditions stated by law.

Damage arising from natural wear, improper use and defective or incorrect care is excluded from the **alfer** warranty.

## Section 7 · Scope of liability

**alfer** is liable without restriction for damages arising from injury to life, limb or health due to a negligent infringement of duty by **alfer** or a deliberate or negligent duty infringement by a statutory representative of **alfer** or a person assisting in the performance of **alfer**'s obligations, and for liability regardless of negligence or fault as stipulated by law, in particular under the German Product Liability Act.

**alfer** is liable for other damages due to a deliberate or grossly negligent infringement of duty by **alfer** or a deliberate or grossly negligent infringement of duty by a statutory representative of **alfer** or a person assisting in the performance of **alfer**'s obligations. If you are not a consumer, liability in this case is restricted to the damage typically occurring and predictable at the time the contract was concluded.

**alfer** is liable for the deliberate or negligent infringement of a essential contractual obligation only to the extent of damages typically occurring and predictable at the time the contract was concluded. An essential contractual obligation is such an obligation that only allows the proper fulfilment of the contract concluded with you and on which you have relied or may rely on and where the culpable non-fulfilment puts achieving the purpose of the contract at risk. If the liability is excluded or restricted by **alfer** this also applies to the employees and representatives of **alfer** as well as any person assisting in the performance of **alfer**'s obligations.

## Section 8 · Limitation of warranty claims

If you are a consumer purchasing consumer goods and in case of delivery recourse in the supply chain of consumer goods, the relevant statutory warranty period applies.

If there are damages due to injury to life, limb or health as a result of a negligent infringement of duty by **alfer** or a deliberate or negligent duty infringement by a statutory representative of **alfer** or a person assisting in the performance of **alfer**'s obligations, for other damage based on a deliberate or grossly negligent duty infringement by **alfer** or a deliberate or grossly negligent duty infringement by a statutory representative of **alfer** or a person assisting in the performance of **alfer**'s obligations and for damage as a result of a deliberate or negligent infringement of a key contractual obligation from the relevant purchase contract by **alfer** or a statutory representative of **alfer** or a person assisting in the performance of **alfer**'s obligations, the statutory warranty period applies.

The period of limitation is 5 years for a building and an item that is used normally for a building and caused it to have defects and for a service which if successful provides planning or monitoring services for a building.

In all other cases the warranty period is 1 year.

## Section 9 · Applicable law, place of jurisdiction

This contract is subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of fulfilment is the head office of **alfer** in Wutöschingen. If you are a businessman, legal entity under public law or a special fund under public law or if you have no place of residence or business in Germany, the place of jurisdiction is agreed as the head office of **alfer**. If you move your place of residence to another country or for lawsuits with an unknown location, the place of jurisdiction is agreed as the head office of **alfer**.