

General terms and conditions, consumer information

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Aquasabi GmbH & Co. KG
Salzdahlumer Strasse 196
38126 Braunschweig

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Represented by the general partner
Aquasabi Verwaltungs GmbH
Managing Director: Tobias Coring

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§ 1 Scope of application

With your order you acknowledge the validity of these general terms and conditions of business. Deviating or supplementary conditions of the customer, which we do not expressly recognise, shall not apply, even if we do not explicitly object to them.

§ 2 Delivery restrictions

For delivery restrictions, please refer to our shipping information.

§ 3 Definitions

1. „Consumer“ within the meaning of these general terms and conditions of business is any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity (§ 13 German Civil Code).
2. „Entrepreneur“ within the meaning of these general terms and conditions shall mean any natural person or legal entity or a partnership with legal capacity who, when concluding a legal transaction in the exercise of commercial or self-employed professional activity when concluding a legal transaction (§ 14 of the German Civil Code).
3. „Customers“ within the meaning of these general terms and conditions are both consumers and entrepreneurs.

§ 4 Contractual partner

You conclude contracts with:

Aquasabi GmbH & Co. KG
Salzdahlumer Straße 196
38126 Braunschweig

Contact:
Phone.: +49 (0) 531-2086358
Fax: +49 (0) 531-2086359
E-Mail: info@aquasabi.de

§ 5 Conclusion of contract, review and correction, contract language, code of conduct

1. The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding product offer. By placing an order, you make a binding offer to conclude a purchase contract. This can be done by post, e-mail, fax or via our order form. The latter by placing the respective items in the shopping cart, proceeding to the checkout and, after entering your personal data (guest order function)/registering for/opening the customer account(s) as well as after selecting the shipping data, billing data and method of

payment, finally clicking on the order button. During this order process, you can correct all entries on an ongoing basis. In addition, your entries will be summarised again before the order is placed and can be edited/corrected here.

2. We will confirm receipt of the order by e-mail immediately after the order is placed. In this context, we accept your offer, if applicable. Accordingly, you must ensure that the e-mail address you have provided for order processing is correct and that e-mails sent by us to this address can be received. Please also check your „spam folder“ if necessary. If, according to your choice of payment method, the payment transaction is initiated immediately upon completion of the order, we declare that we accept your contractual offer at this point in time. For further details, please refer to our information on payment. They will also be displayed to you during the order process.
3. Please note that the contract can only be concluded in German or English. We are not subject to any special codes of conduct.

§ 6 Contract text

The text of the contract/your order data is/are stored by us after conclusion of the contract and, if you have opened a customer account, can be retrieved, stored and printed out via this account at any time. In addition, the general terms and conditions will be sent to you by e-mail as part of the order confirmation and are permanently available in our online shop, so they can be retrieved, saved and printed out by you.

§ 7 Right of withdrawal / cancellation policy

Consumers have the following right of revocation:

Cancellation policy

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods.

To exercise your right of withdrawal, you must send us (Aquasabi GmbH & Co. KG, Salzdahlumer Str. 196, 38126 Braunschweig, Germany, Tel.: +49 (0) 531 2086358, Fax: +49 (0) 531 2086359, E-Mail: info@aquasabi.de) by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to revoke this contract. You may use the enclosed sample withdrawal form for this purpose, which is, however, not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

To comply with the cancellation period, it is sufficient for you to send your notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of cancellation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to your handling the goods in a way that is not necessary for checking the condition, properties and functioning of the goods.

End of the cancellation policy

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HRA 202124

VAT-ID-No. DE317048635

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38126 Braunschweig

Registry court
Local court Braunschweig
HRB 207025

Exclusion of the right of withdrawal

The right of withdrawal does not apply to contracts for the delivery of goods that can spoil quickly or whose expiry date would be quickly exceeded.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

To Aquasabi GmbH & Co. KG, Salzdahlumer Str. 196, 38126 Braunschweig, Germany,

Phone: +49 (0) 531 2086358, fax number: +49 (0) 531 2086359, e-mail: info@aquasabi.de.

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)

Ordered on (*)/received on(*)

Name of the consumer(s)

Address of consumer(s)

Signature of consumer(s) (only in case of paper communication)

Date

(*) Delete where inapplicable

§ 8 Prices and costs

1. The prices are listed along with the individual product presentations on our website. The prices are to be understood as final prices plus delivery and shipping costs, if applicable. These are to be borne by you and can be looked up in our shop. They are also displayed during the order process. The assumption of the delivery and shipping costs may be waived depending on the country to which we deliver or above a certain value of goods. For further details, please also refer to our shipping information.
2. When ordering from and delivering to a country outside of the European Union and payment from a country outside the European Union may incur further costs, e.g. customs duties or transfer fees. These may have to be borne by you.

§ 9 Reservation of self-delivery

In the event that we ourselves are not supplied, not supplied correctly or not supplied properly by our suppliers, we reserve the right to withdraw from the contract. The reservation of self-delivery shall only apply if we have concluded a specific hedging transaction with the supplier with due diligence and whose non-delivery or improper delivery is not our own responsibility. Also in such a case, we shall make all reasonable efforts to procure the goods elsewhere to be able to deliver them to you. If this does not succeed, we shall inform you immediately and reimburse any payments already made by you without delay.

§ 10 Retention of title

The goods purchased by you remain our property until full payment has been made.

§ 11 Prohibition of set-off and right of retention

1. Offsetting by you is only admissible insofar as your alleged counterclaim is undisputed, has been established by a court of law or a court case concerning this claim is ready for a decision.
2. The same applies to a right of retention, provided you are a merchant. If this is not the case, you may only assert a right of retention if your counterclaim is based on the same contractual relationship.
3. Your counterclaims based on the defective and/or incomplete performance of our respective contractual services are excluded from the prohibition of set-off as well as the prohibition of the assertion of rights of retention.

§ 12 Existence of statutory liability for defects

The regulations of the statutory liability for defects exist and apply to all articles of the statutory liability for defects.

§ 13 Vouchers

1. We send vouchers by e-mail as a PDF document. They are valid until the end of the third year after their purchase and expire thereafter without replacement. They cannot be used for the purchase of other vouchers.
2. They are redeemed by entering the voucher code during the order process. It is not possible to offset the voucher after the order process has been completed and only one voucher can be redeemed per order.
3. A payout of the credit amount of a voucher is not possible. Vouchers are, however, transferable and we may make payment with discharging effect to the person redeeming the voucher with us. However, this shall not apply if we have knowledge or grossly negligent ignorance of the non-entitlement, lack of representative authority or legal incapacity of the redeemer.

§ 14 Customer service, after-sales services and guarantees

Please note that we ourselves do not assume or offer any special customer services, after-sales services or our own quality or durability guarantees for the goods offered. If such services are offered or assumed by the respective manufacturer, they shall be in addition to the statutory liability for defects and shall establish a separate legal relationship with the manufacturer. If the respective manufacturer of the offered goods offers or assumes such services, you can find their existence and conditions in our product description of the goods.

§ 15 Place of jurisdiction and choice of law

1. If you are a merchant, a legal entity under public law or a special fund under public law, our place of business in Braunschweig shall be the exclusive place of jurisdiction for all legal disputes arising from and in connection with this contractual relationship.
2. The law of the Federal Republic of Germany shall apply to the exclusion of the laws on the international purchase of movable goods and private international law. Mandatory provisions of the state in which you have your habitual residence remain unaffected.

§ 16 Alternative Dispute Resolution

The European Commission provides a platform for online dispute resolution (OS), which you can find at <https://ec.europa.eu/consumers/odr>. We are not willing to participate in a dispute resolution procedure before a consumer arbitration board.

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