

GCB

1. Applicability of the General Conditions of Business (GCB)

1.1 All goods, services and offers from the firm of Bonex GmbH & Co. KG, proprietor Christiane Bonetsmüller, (hereafter referred to as "Bonex") are provided exclusively on the basis of these Conditions of Business, unless the parties expressly conclude a written agreement to the contrary.

1.2 Conditions of contract issued by the customer or a third party do not become part of the contract even if these are not rejected by the vendor.

2. Subject of the Contract

2.1 The scope of the contract is governed by the contract acceptance.

2.2 Only the specific details relating to the purchase item in the contract acceptance are definitive for the agreed composition of the purchase item.

2.3 Moreover, technical data, illustrations, drawings, brochures, advertising etc. are for the purpose of providing a general description of the goods.

They are only approximate details. We reserve the right to make changes to the design, shape, weight, dimensions, execution and colour of our products within the above-mentioned framework providing they do not change the function of our products or their ability to be utilised and these changes are reasonable for the customer in accordance with the general market opinion.

3. Conclusion of Contract

3.1 Bonex offers represent an invitation to offer. For all offers the customer must ask about availability. If an offer from Bonex has been agreed in writing to binding effect then Bonex is bound by this offer for 30 calendar days in the absence of any written agreement to the contrary.

3.2 The customer order is a binding contractual offer. The customer is bound to its order for two weeks. The contract comes into force for the customer on receipt of the contract acceptance in text form by Bonex. The contract will be stored by Bonex but not be accessible to the customer. The contract is concluded exclusively in German.

3.3 The customer can submit its offer by telephone, in writing and via the Internet. For Internet orders the customer can end the order before sending it by pressing the "Reset" button if errors are made when entering the order.

4. Data

4.1 It is brought to the attention of the customer that its name, address and other data required for the performance of the contract, will be stored. Insofar as the Bonex vendor utilises third parties to render services for the purpose in accordance with the terms of the contract, Bonex is entitled to disclose the customer's data to the third party.

4.2 In order to ensure that each order is processed smoothly the customer is obligated to provide true and accurate information. Any changes in the customer data must be notified to the vendor.

5. Prices and Shipment Costs

5.1 The stated prices are final prices, i.e. they include the statutory Value Added Tax and other price elements. In addition to the stated prices shipment costs will be charged for deliveries within Germany, see also Point 5.2.2. Please refer to the price list for precise details of the amounts.

5.2.1 Transport insurance will fundamentally be concluded for the dispatched goods.

5.2.2 Shipments costs for deliveries within Germany will be charged a one-off fee of € 6.90 per parcel. The shipment costs for scooters in Germany cost € 50,00 per parcel. Details of the shipment costs for deliveries abroad must be requested separately.

6. Payment

6.1 All prices are due immediately on receipt of order.

6.2 Payment is made exclusively in advance or by prior transfer.

7. Conditions of Supply

7.1 Delivery dates or delivery periods are not binding. Binding delivery dates and delivery periods must be issued in writing. Adherence to the delivery period assumes that the consumer has fulfilled its contractual obligations.

7.2 Bonex reserves the right to render a service of equivalent quality and price providing this is reasonable to expect from the customer, taking into account the interests of Bonex.

7.3 In the event of product modifications, non-availability of the goods or service or delay in delivery by the manufacturer, Bonex reserves the right to render an equivalent service in terms of quality and price or, if this is not possible, not to render the service.

7.4 In the event of a situation as per the above-mentioned clause Bonex will inform the customer immediately of the non-availability or delay in delivery.

7.5 In the event of Bonex withdrawing from the contract in accordance with the above-mentioned clauses Bonex will immediately refund the consideration in return from the customer.

7.6 Bonex will inform the customer immediately in the event of delivery delays by a subcontracted supplier.

7.7 Employment disputes, measures taken by the national government, shortage of raw materials, transport disruption, unusual events etc. shall exempt Bonex, for the duration and the scope of the effects of these situations, irrespectively as to whether they have occurred at Bonex or its suppliers and finally from its supply obligation, if these should result in the impossibility of performance, unless Bonex is at fault for these circumstances. The customer will be informed immediately of these circumstances and in the event of permanent impossibility of performance any consideration in return will be immediately refunded.

7.8 Place of performance for services is at the registered offices of Bonex. The vendor is also entitled to dispatch products from a different location.

7.9 Consignments must be checked on receipt and the vendor notified immediately in writing of any transport damage or deviations from the agreed delivery item. Claims for transport damage must also be lodged immediately with the transport company.

8. Delay

In the event of the customer being in arrears with the payment of any claims Bonex shall be entitled to charge the statutory arrears interest. The right to claim higher losses for delay is not excluded.

9. Retention of Title

Ownership of the goods only passes to the customer on full and permanent payment of the purchase price. During the period of the retention of title the customer is entitled to take possession of the contract item and use it in accordance with the terms of the contract providing it meets its payment obligations on time.

10. Liability and Warranty

10.1 The warranty and liability is determined in accordance with the statutory regulations, in particular §§ 434 ff BGB (German Commercial Code) unless specified otherwise in the clauses below.

10.2 Complaints which relate to the scope of delivery, material defects, incorrect deliveries and deviations in quantities must be filed in writing immediately following receipt of the goods providing these can be identified through inspections which can be reasonably expected to be carried out. Packaging which is found to be damaged must be immediately reported to the transport company on receipt.

10.3 Bonex is liable for wilful intent and gross negligence. In the case of minor negligence Bonex is only liable in the event of breach of a material contractual obligation (cardinal obligation) as well as for damages arising from injury to life, limb or damage to health. The exclusion from liability does not apply to the guaranteed composition or useful life of items.

10.4 In cases which do not relate to damage as understood by 10.3, 2nd sentence, the liability for minor negligence is limited to the amount of the foreseeable loss which must be typically expected in this case.

10.5 The above-mentioned clauses also apply in favour of the vicarious agents and legal representatives of Bonex.

10.6 Bonex gives no guarantees for products or services unless details are expressly described as a "guarantee" or Bonex accepts express liability for a specific property or useful life. Product descriptions do not represent any guarantees.

10.7 If the customer delays acceptance or is in breach of other obligations to cooperate, then it must reimburse Bonex for the losses incurred.

10.8 This does not affect the provisions of the Production Liability Act.

11. Place of Performance

Place of performance for services arising from the contract is Soyen.

12. Objections and Offsetting

12.1 Objections to the amount of an invoice issued by Bonex must be submitted in writing within 14 days following receipt of the invoice enclosed with the goods. This does not affect statutory claims which can also be filed after expiry of this period.

12.2 The customer may only offset claims from Bonex arising from this contract with claims which are undisputed or have acquired legal force. The customer may only claim right of retention if this is based on the same contractual relationship.

13. Notice of Cancellation

Right of cancellation

You can withdraw from your declaration of contract within one month without stating reasons, in text form (e.g. letter, fax, e-mail) or by returning the goods. The period of notice commences no earlier than on receipt of this notice in text form. Where goods are delivered the period of notice does not commence before the date of receipt of the goods by you. Dispatch of the notice of cancellation or return of the goods on time is sufficient for adherence to the period for cancellation. The notice of cancellation must be addressed to:

Name Bonex GmbH & Co. KG
Street Eichbergstraße 7
Town 83564 Soyen
Fax 0049/ (0)8071/50092
E-Mail info@bonex-systeme.de

Consequences of cancellation

In the event of a valid cancellation any goods/services/payments received by both parties must be refunded and any benefits drawn (e.g. interest) returned. If you are unable to return the goods/services received from us, in whole or in part, or can only return these in a deteriorated condition, you must if necessary compensate us to this extent. This does not apply in the case of the transfer of items if the deterioration in the item is attributable exclusively to its testing - for example of the type that would have been possible for you in the store. You can moreover avoid the obligation to make reimbursement by not utilising the goods as an owner and refraining from taking any action that impairs their value. Items which can be transported in parcel form must be returned. You are responsible for the costs involved in returning the goods if the goods supplied correspond to the goods ordered and if the price of the goods to be returned does not exceed 40 Euros, or, for goods of a higher price, if you have not yet rendered the consideration in return or made a contractually agreed part payment on the date of the cancellation. For other cases the goods are returned free of charge for you. Returned goods are sent at our risk. In the event of a cancellation the costs of dispatch will be met by us unless the cancellation does not apply to all goods simultaneously ordered and sent in a parcel, package or letter. Items which cannot be dispatched in parcel form will be collected from you. You must fulfil your obligations to refund payments within 30 days after dispatch of your notice of cancellation.

Special note

Unless specified otherwise there is no right of cancellation for deliveries of goods which have been manufactured to customer specifications (e.g. individual printed items).

End of the notice of cancellation

14. Requirement for the Written Form

Contract amendments and additional agreements must be in writing to be valid. Any waiver of the requirement for the written form must also be submitted in writing.

15. Address for Serving Notice of Summons:

The address of Bonex for serving notice of summons is:

Mrs. Christiane Bonetsmüller, trading as "Bonex GmbH & Co. KG", Eichbergstraße 7, 83564 Soyen.

16. Final Provisions

16.1 If the customer is a merchant then Rosenheim is agreed as the place of jurisdiction for all disputes arising out of or in connection with this contract.

16.2 German law applies to the exclusion of the UN Treaty on the International Sale of Goods.

16.3 Should individual clauses of this contract be or become invalid the rest of the contract remains valid.