

Terms and conditions, general consumer information

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Aquasabi GmbH & Co. KG
Salzdahlumer Straße 196
38126 Braunschweig
Tel.: +49 (0) 531-2086358
Fax: +49 (0) 531-2086359
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represented by the personally liable partner
Aquasabi Verwaltungs GmbH
Managing Director: Tobias Coring

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§ 1 Scope

With your order, you acknowledge the validity of these terms and conditions. Deviating or supplementary conditions of the customer, which we do not expressly recognize, will not apply even if we do not expressly contradict them.

§ 2 Delivery restrictions

For delivery restrictions, please refer to our shipping information.

§ 3 Definitions

1. A „consumer“ means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession. (§ 13 German Civil Code).
2. An „entrepreneur“ means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. (§ 14 German Civil Code).
3. „Customers“ within these terms and conditions are both consumers and entrepreneurs.

§ 4 Contracting party

Contracting party is:

Aquasabi GmbH & Co. KG
Salzdahlumer Straße 196
38126 Braunschweig

Contact:

Tel.: +49 (0) 531-2086358
Fax: +49 (0) 531-2086359
Email: info@aquasabi.de

§ 5 Conclusion of contract, review and amendment, contract language, codes of conduct

1. The presentation of the products in the online shop is not a legally binding offer, but a non-binding product presentation. By placing your order you submit a binding offer to conclude a purchase contract. This applies to orders placed by post, by email, by fax or via our order form. The latter, by adding the respective items to the cart, going to the checkout and after entering your personal data (guest order function) / registration for / opening of the customer account (s) and finally clicking on the order button after choosing the shipping data, billing information and payment. During this ordering process, you can correct all entries continuously. In addition, your entries are summarized again before submitting the order and can be edited / corrected there. We will confirm the receipt of the order immediately after ordering by sending a confirmation email. In this context, we may accept your offer. Accordingly, you must ensure that the e-mail address provided by you for the ordering process is correct and can receive emails sent by us. If necessary, please check your spam folder.

1. If you choose PayPal as the payment method, you will be redirected to the website of the online provider PayPal during the ordering process. There you can enter your payment details and confirm the payment to PayPal. After submitting the order, we request PayPal to initiate the payment transaction and thereby already accept your contract offer.

If you choose „PayPal Express“ as the payment method, you concurrently issue a payment order to PayPal by clicking the order button. In this case, we already declare acceptance of your offer at the time you initiate the payment process by clicking on the order button. As a result, the contract with us is already concluded with this payment method.

If you choose „Amazon Pay“ as the payment method, you concurrently issue a payment order to Amazon Payments by clicking the order button. In this case, we already declare acceptance of your offer at the time you initiate the payment process by clicking the order button. As a result, the contract with us is already concluded with this payment method.

If you choose PAY NOW as the payment method, you will be redirected to the website of the online provider Klarna GmbH after placing the order. There you confirm the payment order to Klarna GmbH. With this payment method, the contract is already concluded with us.

2. Please note that the contract can only be concluded in German or English.
3. We are not subject to special codes of conduct.

§ 6 Contract text

The contract text / your order data is / will be stored by us after conclusion of the contract and can - provided you have opened a customer account - be accessed via this at any time, stored and printed. 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 that they can also be retrieved, saved and printed by you.

§ 6 Right of withdrawal / cancellation policy

Consumers have the following rights of withdrawal:

Information concerning the exercise of the right of withdrawal

Right of withdrawal

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

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Aquasabi GmbH & Co. KG, Salzdahlumer Str. 196, 38126 Braunschweig, Deutschland, Tel.: +49 531 2086358, Fax: +49 531 2086359, E-Mail: info@aquasabi.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of Information concerning the right of withdrawal

Preclusion from the right to withdrawal

The right of revocation does not exist in contracts for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

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General partner
Aquasabi Verwaltungs GmbH
Salzdahlumer Str. 196
38126 Braunschweig

Seat & Registry court
Braunschweig,
Local court Braunschweig
HRB 207025

To: Aquasabi GmbH & Co. KG, Salzdahlumer Str. 196, 38126 Braunschweig, Germany,
 Fax: +49 531 2086359, email: info@aquasabi.de.

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

ordered on (*)/received on(*)

name of consumer(s)

address of consumer(s)

signature of consumer(s) (only if this form is notified on paper)

date

(*) delete as appropriate

§ 8 Prices

The prices are listed on the individual product pages. They are final prices plus delivery and shipping costs if applicable. Shipping costs are to be borne by the customer, if applicable and are accessible via the information regarding shipping costs in our shop. They will also be displayed during the order process.

§ 9 Retention of title

Title to the goods purchased shall remain vested in us and shall not pass to the customer until the purchase price for the goods purchased has been paid in full and received by us.

§ 10 Exclusion of set-off and right of retention

1. The customer is only entitled to offset against counterclaims if they are beyond dispute, legally ascertained or 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 can only assert a right of retention if your counterclaim is based on the same contractual relationship.
3. The prohibition of set-off and assertion of rights of retention exclude counterclaims, which are based on the defective and / or incomplete provision of our respective contractual services.

§ 11 Statutory warranty rights

All articles are subject to the regulations of the statutory warranty right.

§ 12 Customer service, after-sales services and warranties

Please note that we ourselves do not undertake or offer any special customer services, after-sales services or express our own guarantee of quality or durability on the goods offered. If such services are offered or assumed by the respective manufacturer, then these occur in addition to the statutory warranty rights and establish a separate legal relationship with the respective manufacturer. If the respective manufacturer of the offered goods offers or incurs such services, you can take their existence and conditions from our product description of the goods.

§ 13 Place of jurisdiction and applicable law

1. If you are an entrepreneur, a legal entity under public law or a separate estate under public law, our registered office in Braunschweig is 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 all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods as well as international private law. Mandatory provisions of the law of the country in which the consumer has his habitual residence stay unaffected.

§ 14 Online Dispute Resolution

The European Commission has created an online platform for the resolution of disputes, which you can find at <https://ec.europa.eu/consumers/odr/>. The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

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