



# **General Terms and Conditions of the SIKU Online shop**

**Status: August 2009**

## **1. General Points**

All services provided by the SIKU online shop of Sieper GmbH for the customer are provided exclusively on the basis of the following General Terms and Conditions. Any deviating arrangements shall only be valid if they are agreed in writing between Sieper GmbH and the customer.

Customers of the Online shop may be persons acting individually or in a legal capacity, but not dealers/resellers.

## **2. Conclusion of the Contract**

2.1 The offers in the SIKU online shop in the Internet are a non-binding invitation to the customer to place an order with the online shop.

2.2 By ordering merchandise in the online shop, the customer submits a binding offer to conclude a purchase contract.

2.3 The SIKU Online shop is entitled to accept this offer within 7 calendar days by sending a confirmation of order. The order is confirmed in an e-mail from Sieper GmbH. If no answer is given by the end of the 7-day period, the bid is deemed to have been refused.

## **Notice of cancellation rights**

### **Cancellations policy**

You are entitled to cancel your signed contract within a two-week cooling off period, without giving notice of reasons in writing (e.g. by letter, fax or e-mail), or by returning the merchandise if you receive it within the two-week period. This commences from the date of receiving this written notice, though not before the recipient has taken delivery of the merchandise (and for multiple items, not before receipt of the first part delivery), and not in advance of our obligation to give notice in accordance with Section 312 c, Para. 2 BGB (German Civil Code) in association with Section 1, Para. 1, 2 and 4 BGB-InfoV (BGB-Ordinance on Requirements for Information), and our obligations in accordance with Section 312 e, Para. 1, Point 1 BGB in association with Section 3 BGB-InfoV. The cooling off period is adhered to, if your written cancellation or the merchandise is returned on time. Your notice of cancellation should be addressed to:

Sieper GmbH  
SIKU Onlineshop  
Schlittenbacher Straße 60  
58511 Lüdenscheid  
Germany

Fax: 0049 (0) 2351/876-166  
E-Mail: [onlineshop@siku.de](mailto:onlineshop@siku.de)

### **Consequences of cancellation**

In the case of effective cancellation, both sides agree to revoke any services or credited payments and, if applicable, shall reimburse any received benefits (e.g. interest). If you cannot fully or in part return to us the received item or service or only return the item in a worse condition, if applicable, you must bear replacement value costs. This does not apply for the return of items, which upon inspection are faulty, as also possible for a retail outlet purchase. Furthermore, to avoid the obligation for reimbursement at replacement value for deterioration resulting from the item's normal use, you can refrain from any treatment of this item as your possession and from use of any sort that may affect its value. Returnable parcel items are to be dispatched at our risk. You must bear dispatch costs for the item's return, if the supplied item matches the order, and if the price of the returned merchandise does not exceed an amount of EUR 40.00, or if at the time of cancellation the item's cost was higher and you have not yet credited us for the item or transferred partial payment as stipulated in the contract. In all other cases, you can return the item free of charge. Items not suitable for return by post will be collected from your address. Payment reimbursement obligations must be completed within 30 days. For you, the payment deadline commences from the date of notification of cancellation or return of the merchandise, and for us from the date of receiving the same.

### **End of notice of cancellation rights.**

### **3. Delivery Times**

All items will be delivered immediately if they are in stock and only as long as stocks last.

Merchandise will be delivered to the following countries: Germany, Belgium, France, Luxembourg, Netherlands, Denmark, Austria, Italy, Great Britain, Sweden, Spain, Switzerland, Finland, Poland and Portugal. The delivery time is normally 15 workdays and begins with the sending of the confirmation of the receipt of the order. References to delivery time shall not be binding unless there is a written agreement to the contrary.

If an item is temporarily unavailable, we shall inform you by e-mail about the expected delivery time, provided we have your address.

If delivery delays are due to e.g. force majeure, traffic disruptions, orders from higher authorities and other occurrences that are beyond the control of the SIKU online shop, no claim for compensation may be raised against the Sieper GmbH.

#### **4. Packaging and Shipping Charges**

4.1 The all-inclusive shipping charge per order amounts to 3.95 EUR inside Germany. If C.O.D. is chosen, a higher all-inclusive sum will be charged. This increase will be specified accordingly.

4.2 If the merchandise is shipped to European countries other than Germany, the all-inclusive shipping charge will be shown during the ordering procedure.

#### **5. Prices and Payment**

5.1 All prices quoted are final prices inclusive of the statutory value-added tax, which is currently 19%.

5.2 The final prices do not include the costs for packaging and dispatch.

5.3 The constant updating of the Internet pages of the SIKU online shop will render earlier details regarding the price and quality of the merchandise invalid.

5.4 The price charged in the invoice will be the price stated at the date of the customer's submission of the bid.

5.5 Payment for merchandise can be made by credit card or PayPal, and in Germany also by cash on delivery.

#### **6. Reservation of ownership**

The SIKU online shop of the Sieper GmbH shall retain ownership of the ordered merchandise until the merchandise has been paid in full (retention of title in accordance with § 455 of BGB [German Civil Code] ). Before the transfer of title, it is not permissible to pledge the merchandise, assign it as security, process or transform it without the explicit consent of the SIKU online shop.

#### **7. Guarantee / Liability**

7.1 Claims of the customer against the online shop of the Sieper GmbH based on faults in the merchandise shall be governed by statutory provisions.

7.2 The customer shall be obliged when accepting delivery to examine the product for any defects and if any faults are found, to inform Sieper GmbH immediately. If the customer finds defects in the merchandise at a later point in time, he shall be obliged to inform the Sieper GmbH accordingly after the discovery of the same. If the customer neglects to give notice of the fault, the merchandise shall be deemed to be approved.

7.3 Damage caused by the customer due to inappropriate or contract-violating handling shall

not be regarded as faults in the merchandise. The manufacturer's instructions will decide what handling is inappropriate or in violation of the contract.

7.4 Further customer claims are excluded, in particular, for compensation damages and reimbursement claims arising from faulty goods or other damages resulting from contractual obligations and illegal acts.

This is invalid, unless liability is compulsory, e.g. in the case of intent or gross negligence, due to injury to life, limb or state of health, due to the infringement of substantial contractual obligations or e.g. according to the Product Liability Law.

The claim for compensation due to substantial breach of contract is, however, restricted to foreseeable damages for this type of contract, unless liability is valid for intent or gross negligence, or due to injury to life, limb or state of health. Any amendments to the burden of proof to the detriment of the customer are not connected with the aforementioned regulations.

7.5 The SIKU Online shop accepts no liability for the unrestricted availability of the Online shop, as it cannot provide any guarantee for the necessary continual and accurate data communication via the Internet.

## **8. Data Protection**

The data provided by the customer are exclusively used by Sieper GmbH and by its associated companies. All data shall be treated with strict confidentiality. Data shall only be transmitted to third parties (e.g. dispatch services) to the extent necessitated by the order procedure. The order details will be encrypted and secured but we shall not be liable for data security during these transmissions over the Internet (e.g. because of the possibility of technical errors by the provider) or for any criminal access by third parties to files in our Internet presence. The customer's login access data transmitted to the customer at his request must be treated by the customer with strict confidentiality as we shall not take any responsibility for the use and application of these data.

For more information about the type, extent and purpose of collection, processing and use of personal data, please refer to the declaration on data protection.

## **9. Copyright**

Other companies logos or their pictures and graphics are the property of the respective companies and subject to the copyright of the respective licensors. All photographs, logos, texts, reports, scripts and programming routines shown on this page which we have developed or prepared ourselves may not be copied or used in another way unless we give our consent. All rights reserved.

## **10. Links on our Pages**

According to a ruling by the Hamburg district court on 12 May 1998, homepage owners who



provide links to other home pages may be responsible for the contents of the linked home pages. This can only be prevented by an express disassociation from these contents. We therefore expressly distance ourselves from the contents of all pages linked from this home page. This declaration applies to all links provided on our Internet pages.

## **11. Legal Venue**

11.1 Unless otherwise provided by law, the legal venue shall be the location where the SIKU online shop of the Sieper GmbH is registered.

11.2 In all disputes that may arise out of this legal relationship, German law shall be applied to the exclusion of the provisions of the UN Sales Convention (CISG).

## **12. Validity of the GTC**

By placing an order, the customer recognises the General Terms and Conditions of the SIKU online shop of the Sieper GmbH. If any provision in these General Terms and Conditions should become invalid for whatever reason, this shall not affect the validity of the other provisions. Oral agreements must be confirmed in writing.

Sieper GmbH  
Schlittenbacher Straße 60  
58511 Lüdenscheid  
Germany

Commercial register: HR B 1607  
Local Court Lüdenscheid  
Managing Director:  
Dipl.-Kfm. Volker Sieper  
Dipl.-Kfm. Ulrich Urban