

General Terms and Conditions of the SIKU Onlineshop

1. General

All services performed for the customer by the SIKU online shop operated by Sieper GmbH are exclusively on the basis of the following General Terms & Conditions of Business (GTC). Deviations from these Conditions are only valid if there is a written agreement between Sieper GmbH and the customer.

Customers of the online shop can be natural or legal persons, however, they must not be commercial distributors/resellers.

2. Conclusion of an agreement

2.1 The offers of the SIKU online shop on the website are a non-binding invitation to the customer to order items from the online shop.

2.2. The customer makes a binding offer to conclude a sales contract when he/she places an order for merchandise from the SIKU online shop.

2.3. The SIKU online shop is entitled to accept this offer within seven (7) calendar days by sending an order confirmation. The order confirmation is sent by email from Sieper GmbH. Upon expiry of the 7-day period, if the email remains unanswered, the offer shall be deemed as rejected.

Notice of cancellation

Right of cancellation

You have the right to cancel this agreement without stating reasons within fourteen (14) days. The cancellation period is fourteen (14) days from the date when you or a third party nominated by you, who is not the carrier, have received the goods.

To exercise your right to cancel, you are required to notify us of your decision by sending a clear statement (e.g. a letter sent by post, fax or email), which cancels this agreement. Please forward this written statement to:

Sieper GmbH
Schlittenbacher Strasse 60
58511 Lüdenscheid
Germany
Tel: +49 (0)2351 876 0
Fax: +49 (0)2351 876 166

Email: info@siku.de

You can use the cancellation form template provided, which is however not obligatory. To comply with the cancellation period, it is sufficient for your notice exercising the right to cancel to be sent before the end of the cancellation period.

Consequences of the cancellation

If you cancel this agreement, we are obligated to refund you immediately – and at the latest within fourteen (14) days from the date that your notice cancelling this contract was received by us. We shall refund all the payments received by us from you, including delivery charges (with the exception of surcharges due to your request for a different delivery method than the cheapest standard delivery offered by us). We shall use the same payment method for the refund that you used for the original transaction, unless explicitly agreed otherwise with you; in no circumstances shall you incur charges for this refund. We may withhold the refund until we have received the goods back, or until you have provided proof of returning the goods, whichever is earlier.

You must return or submit the goods immediately to us, Sieper GmbH, and in any case at the latest within fourteen (14) days from the date when you notified us of the cancellation of this contract. The notice period shall be deemed as met, if you send the goods before expiry of the fourteen (14)-day cancellation period. You shall bear the direct costs for the return of the goods. You shall only be held liable for any diminished value of the goods, if this diminished value results from handling other than what is necessary to ascertain the nature, qualities and functioning of the goods.

End of cancellation notice.

3. Delivery times

All items will be delivered immediately.

Delivery occurs in the following countries: Germany, Belgium, Finland, France, Luxembourg, The Netherlands, Denmark, Austria, Ireland, Italy, Greece, Great Britain, Sweden, Switzerland, Spain, Portugal and Poland. As a rule, delivery takes a period of fifteen (15) working days, beginning with the dispatch of the order confirmation. The details of the delivery date are non-binding, unless there is a different written agreement.

In case of delayed delivery as, for example, due to force majeure, traffic problems and stipulations on high authority or other occurrences, for which the SIKU online shop cannot be held responsible, no damages can be claimed from Sieper GmbH.

4. Packaging and postage costs

The relevant packaging and postage costs for all orders are shown separately during the ordering process.

5. Prices and payment

5.1 All given prices are final prices, inclusive of the current legal value added tax of 19 %.

5.2 The final prices are not inclusive of the charges for packaging and postage.

5.3 Through continuous updating of the SIKU online shop web pages, statements made at an earlier date regarding the price and condition of the goods shall lose their validity.

5.4 The invoice is based on the price that was valid at the time the customer made his/her offer.

5.5. Payment for the goods is by credit card or PayPal and, in Germany, also by cash-on-delivery.

6. Retention of title

Until full payment is made, the ordered items shall remain the property of the SIKU online shop of Sieper GmbH (reservation of title pursuant to Section 455 of the German Civil Code [BGB]). Before taking possession of the goods, any pledging, assignment as security, processing or transformation of the goods is not permissible without the express consent of the SIKU online shop.

7. Guarantee/liability

7.1 Customer claims based on a defect of the goods against the Sieper GmbH online shop shall comply with the legal requirements.

7.2. A defect in the goods shall not be deemed as damage, which the customer caused, by improper handling or handling contrary to the contract. The decisive factor for the inappropriate handling or breach of contract is the manufacturer's information concerning the delivered item.

7.3 Further claims of the customer, in particular, for damages and reimbursement of costs due to the defective nature of our goods, as well as other breach of obligations arising from the contractual relationship and wrongful action are excluded.

This does not apply insofar as liability is obligatory, e.g. in cases of intent, gross negligence, injury to life, limb or health, or due to the breach of fundamental contractual obligations or e.g. in accordance with product liability law.

However, the claim for damages for breach of material contractual obligations shall be limited to the foreseeable damage typically occurring under this type of contract, as far as no intent or gross negligence exists, or liability exists in cases of injury to life, physical injury or health. An amendment to the burden of proof to the disadvantage of the customer shall not be associated with the current provisions.

7.4 The SIKU online shop shall not be liable for the availability of the online shop at all times, as it cannot guarantee data communication with the required fluency and accuracy via the internet.

8. Data protection

The data supplied by the customer are only used by Sieper GmbH and companies associated with Sieper GmbH. The SIKU online shop of Sieper GmbH uses the customer's supplied data exclusively for the purpose of processing orders. All details are treated strictly confidentially. Any disclosure of data to third parties (e.g. courier and dispatch services) only follows if this is essential for order processing. The order data are encrypted and transferred securely, however, we do not accept any liability for data security during the internet transfers (e.g. on grounds of a technical fault of the internet service provider) or for possible criminal intervention by third parties to data on our website. The customer shall treat customer login access details that were forwarded to the customer at his/her own request strictly confidentially, as we cannot accept any responsibility for the use and application of these details.

Please refer to the data protection declaration for more information about the type, scope and purpose of the collection, processing and use of personal details.

9. Copyright

All logos, images and other graphics displayed on the website are the property of their respective owner company and are protected by the copyright of the corresponding licensor. All the photos, logos, texts, reports, scripts and program routines that are used on this website, and are our own developments or formatted by us, shall not be copied or otherwise used without our consent. All rights reserved.

10. Links on our website

We hereby expressly distance ourselves from all content of all websites linked to this website. This declaration is valid for all links advertised on our web pages.

11. Place of jurisdiction

11.1 The place of jurisdiction, unless the law states otherwise, is the registered office of the SIKU online shop of Sieper GmbH.

11.2 The applicable law for any disputes that may arise from this contractual relationship shall be German law. The application of UN sales law is excluded.

12. Validity of the GTC

By placing an order, the General Terms and Conditions of Business (GTC) of the SIKU online shop of Sieper GmbH are recognized. In the event that a provision of these General Terms and Conditions of

Business, for whatever reason, shall become null or ineffective, this shall not affect the validity of the remaining provisions. Any verbal agreements require confirmation in writing.

Sieper GmbH
Schlittenbacher Strasse 60
58511 Lüdenscheid

Commercial register: Commercial register page [HRB] 3985.
District court Lüdenscheid

Managing directors:
Britta Sieper
Klaus Galinski