



General Terms and Conditions for Sale of Goods Deliveries based on Distance Contracts

1. Scope of application

These terms and conditions apply to all purchases made by private customers (consumers). Private customers in this sense are people with their residence and delivery address in the Federal Republic of Germany, insofar as the goods you ordered can neither be ascribed to your commercial use nor any self-employed occupation.

2. Contract conclusion

The presentation of our goods and providing the possibility to order does not yet constitute a binding offer on our part. Only your order represents an offer to us to conclude a purchase contract. If you order something from us, we confirm the order to the address you have given us. If the order takes place via email, we send a confirmation to you under the email address you have given us, confirming receiving your order and listing its details (order confirmation). This order confirmation does not represent an acceptance of your offer, but is only to inform you that we have received your order. A purchase contract with us is only materialised when we send the ordered product to you.

3. Price, postage and packaging costs

The stated prices are final prices including VAT. The amount is valid which is the amount listed at the time the binding order is placed.

In addition there are shipping costs. For shipment within Germany, we calculate a total share of 3.50 Euros per order. With delivery into EU membership states we calculate 17 Euros. With shipment into other foreign countries, the actually incurring shipping costs are calculated.

If the shipment ensues on cash on delivery, we calculate a lump sum of 4 Euros in addition to the shipping cost share.

4. Right of return

1. You can send the goods received back without giving reasons within two weeks. The time period begins at the earliest with receipt of the goods and this instruction. Only with goods which cannot be shipped as parcels (e.g. with bulky goods) can you also demand that the goods are taken back by written declaration, thus e.g. via letter, fax or email. To meet the deadline, it is sufficient to send back the goods or the return demand in good time. In any case we bear the costs and risks of the return. We will reimburse the purchase price and the costs usually borne by you in dispatch via post. The return or the return demand has to ensue:

Töpfer GmbH
Heisinger Straße 6
87463 Dietmannsried.

2. We point out that in the event of deterioration of the goods we can demand value replacement. This does not apply if the deterioration of the goods is possible solely due to their testing – as similar to what is possible in a retail shop. Otherwise, you can avoid the compensation obligation in avoiding anything which reduces its value.
3. The right of return does not apply to articles which we do not have available in the store and which we have procured on express wish of the customer.
4. Food, toiletry and cosmetics, if customers have opened the packaging or have been used.

5.

Property rights

All product names are our property or the property of the respective manufacturer.

6.

Reservation of title

Up to the full payment of all claims existing from the sales contract against the customer the delivered goods remain our property.

7.

Payment conditions

1. The ordered goods will be delivered via direct debit, cash on delivery, prepayment, in the case of customers with customer number on account.
2. Goods which we deliver against invoice are to be paid at the latest 7 days after receipt of the invoice.
3. With delay of payment of the purchaser, we are entitled to calculate charges to the amount of approximately 5 Euros per reminder as well as legal default interest (5 % over the respective base interest rate).

8.

Offsetting

The customer only has the right to set off amounts if his counterclaims are legally established or are not disputed by us.

9.

Right of retention

The customer is only entitled to exercise a right of retention insofar as a counterclaim is based on the same contractual relationship.

10.

Delivery

1. The delivery ensues at the delivery address given by the customer, however only within the Federal Republic of Germany.
2. If the delivery or another performance is rendered permanently impossible due to force majeure, natural catastrophes, war, terror attacks, our obligation to perform is excluded. Payments already made are immediately refunded by us. We are entitled to refuse performance insofar as this requires an effort which under regarding the content of the purchase contract and the principle of good faith stands in a coarse disproportion to the interest of the customer in fulfilling the purchase contract. Payments already made are immediately refunded by us.

11.

Warranty

The legal warranty regulations apply. Insofar as the goods are defective, the purchaser is entitled to eliminate the defect or deliver new flawless goods according to his choice. In case of the defect elimination, we are obliged to bear all expenses necessary for the purpose of eliminating defects, including transport, road, work and material costs. The right to refuse the form of supplementary performance chosen by the purchaser according to Section 439, BGB remains unaffected.

12.

Liability for violations of duty

1. With minor negligence, we are only liable for the violation of duties essential to the contract and limited to the foreseeable, typical type of damage. This limitation does not apply to the violation to life, body and health and for the mandatory provisions according to Section 11, 14 of the Product Liability Act. We are not liable for other damages caused by a defect of the object of purchase in minor negligence.
2. Remaining unaffected by this is our liability with malicious non-disclosure of a defect or from taking over a warranty.
3. Excluded is the personal liability of the statutory representatives, vicarious agents and employees of Töpfer GmbH for damages caused by staff due to minor negligence.

13.

Applicable law

The contract we have concluded is exclusively governed by the law of the Federal Republic of Germany.

14.

Place of jurisdiction

Insofar as we do not have any legal residence in the Federal Republic of Germany despite your information in ordering, or you move your legal residence abroad after conclusion of contract, or your legal residence is not known at the time of the commencement of action, the place of jurisdiction for all disputes and in connection with the contractual relationship is Kempten/Allgäu.
