



General Business Terms and Conditions

Dear customer:

Here is where you find important information about your purchase at besser gehen GmbH. These General Business Terms and Conditions exclusively apply to customers that are deemed consumers under clause 13 BGB (German Civil Code).

§ 1 Conclusion of contract

1. Your placement of a purchase order constitutes your binding intent to purchase the goods ordered. Once you place the purchase order the sales contract is concluded, unless we reject the purchase order within 24 hours. In case of electronic order placement we will acknowledge receipt of purchase order immediately. This acknowledgement does not yet constitute a binding acceptance of the order on our part. Acknowledgement of receipt can be combined with acceptance of order. The order is saved by us. We will send it to you by E-Mail including the General Business Terms and Conditions at hand upon request.

2. We are entitled to assign the execution of contracts to a third party (Logistics service company). This third party will carry out the business contract and balance the account with you on our behalf.

§ 2 Information on the Right to Revoke

Right to Revoke

You can revoke your declaration of agreement in written form (e.g. by letter, fax or Email) without indication of reasons within two weeks or - if you have already received the goods within this period of time - by return shipment. The revocation period starts upon receipt of the written Information of the Rights of Cancellation but not prior to receipt of goods at recipient's premises (in case of recurrent shipments of same-type goods not before receipt of first partial shipment). To meet the period of cancellation it suffices to send the written revocation or goods themselves in due time. Written revocation or goods are to be sent to: besser gehen GmbH, Rheinstraße 12, D-53560 Vettelschoß, Germany. Please use the enclosed return shipment label. In case of questions, please contact our customer service representatives at 0180-5678677 (14 cents/min. German landline network/mobile phone rate may differ).

The right to revoke does not apply to goods which were manufactured according to your very specifications or which were clearly tailored to suit your personal needs or that are not suitable for return shipment due to their nature.

In case of an effective revocation the bilaterally received benefits shall be returned and potential profits (e.g. advantages due to use, interest) shall be refunded. Should you not be able to return the goods as a whole or only partially or only in a deteriorated state you may be required to pay appropriate restitution for lost value. This does not apply in case deterioration of goods has arisen from a simple inspection of the goods the way normally done at a retail shop. You can avoid the obligation of having to pay restitution by not using the goods as if you were their rightful owner and by refraining from doing anything that may have an adverse effect on the value of the goods.

Goods that can be returned by parcel mail must be returned at our risk. You have to pay return shipment postage if the delivered goods are indeed the goods you ordered and if the value of the return shipment is less than 40.00 EUR or if the value of the goods exceeds 40.00 EUR and at the time of revocation you have not yet expended the money consideration or a contractually agreed partial payment. Otherwise the return shipment is free of charge for you. We will have return shipments that cannot be returned by mail picked up at your premises. Please be sure to utilize our enclosed return shipment label. In case of questions, our customer service representatives are available at telephone number + 49 180 5678 677 (14 Cent/Min., German landline network, mobile phone rates differ). Obligations to reimburse payments must be fulfilled within 30 days. For you this period begins at the time you send in your written revocation or the goods themselves, for us it starts upon receipt of same.

End of Information on the Right to Revoke

§ 3 Information on the Right to Return

Right to Return

You can return goods received within two weeks without indication of reason by sending them back. The period begins upon receipt of this written information (e.g. by letter, fax or Email) but not before receipt of goods at your premises. Only in case of parcels that cannot be mailed (e.g. bulky goods) you can declare your intent to return in writing requesting retraction. To maintain the return period it is sufficient to return the goods or send the retraction request in due time. The return shipment is carried out at our risk and on our account in any event. Return shipment or retraction request are to be addressed to: besser gehen GmbH, Rheinstraße 12, D-53560 Vettelschoß, Germany. If at all possible please use our enclosed return shipment label. In case of questions our customer service representatives are available at telephone number 0180-5678677 (14 Cent/Min. German landline network/mobile phone rates may differ).

Consequences of return

In case of an effective return the bilaterally received benefits shall be returned and potential profits (e.g. advantages due to use) shall be reimbursed. In case of deterioration of the goods restitution for lost value may be required. This does not apply in case deterioration of goods has arisen from a simple inspection of the goods the way normally done at a retail shop. You can avoid the obligation of having to pay restitution by not using the goods as if you were their rightful owner and by refraining from doing anything that may have an adverse effect on the value of the goods. Obligations to reimburse payments must be fulfilled within 30 days. For you this period begins at the time you send in your written revocation or the goods themselves, for us it starts upon receipt of same.

End of Information on the Right to Return



§ 4 Terms of payment

1. The selling price includes currently applicable V.A.T.

Initial orders and orders exceeding 150 EUR are generally shipped COD or when paid for by credit card. If shipping COD we are entitled to pass COD fees on to you.

Orders from outside the Federal Republic of Germany are shipped against pre-payment or payment by credit card only.

2. The purchase price becomes due within 7 days of receipt of invoice. We are entitled to bill reminder charges in the amount of 5,00 EUR on all overdue accounts. All other rights remain untouched by this clause.

3. The customer is only entitled to off-set charges in case his/her counterclaim has been established to be legally binding or has been officially accepted by us. The customer can make use of his/her right to retain only in case his/her counterclaim is based upon the same contract.

§ 5 Terms of delivery/Transfer of risk

1. The risk of accidental loss or deterioration of goods passes to the buyer upon transfer of the goods to the customer. This also applies to mailorder contracts.

2. This term also applies in case acceptance by customer is delayed.

3. In case goods are delivered with apparent damages to packaging or contents (damages in transit) the customer is obliged to complain to his/her deliverer immediately or reject acceptance of goods and inform us thereof. The customer's warranty rights remain untouched by this occurrence.

§ 6 Reservation of title

1. Reservation of title is retained until full payment of purchase price has been received.

2. The customer is obliged to handle delivered goods carefully and to prevent access by third parties e.g. in case of garnishment. He/she is obliged to inform us immediately of garnishment, potential damages or the destruction of the goods. The customer is obliged to inform us immediately of a change of possession of the goods and of his/her change of address.

§ 7 Warranty

1. Warranty complies with the legal requirements of the BGB (German Civil Code).

2. In case goods show an apparent flaw the customer must declare this in writing within one month. Receipt of notification by us is the decisive factor for meeting the notification deadline. If a customer neglects to notify us, warranty coverage is excluded. This does not apply in case of malevolence of seller. In case the customer was persuaded to purchase the goods due to untrue statements by the seller, the customer bears the burden of proof as to why he/she chose to purchase the goods.

3. Should the customer choose cancellation of contract due to legal or material flaw after failed restitution he/she is not entitled to additional compensation due to such flaw.

§ 8 Limitation of liability

1. In case of slight negligence on our part our liability is limited to foreseeable, exemplary and direct mean damages. This also applies to slightly negligent breaches of contract of our legal representatives or vicarious agents.

2. The above mentioned limitation of liability does not apply to customer claims arising from product liability. Moreover, this limitation of liability does not apply to claims of bodily harm to or loss of life of the customer if it is attributable to us.

Miscellaneous terms

1. The customer is entitled to pass on rights from this contract to third parties upon our written consent only.

2. German law is applicable for the contractual relationships of the parties. UN Conventions on Contracts for the International Sale of Goods (CISG) are expressly excluded.