

1. Contractual Partner, Scope

The following terms and conditions apply for all transactions of:

PTS-Trading
Patric Schwärmer
Schmiedstr. 5
78224 Singen
Germany

Telephone: 0900-5333382 (0.99 € / Min. - Calls cost 99 cents a minute from a German landline. Other providers' charges may vary.

Fax: 07731/912713

E-Mail: info@PTS-Trading.de

Internet: www.pts-trading.de

Responsible business partner: Patric Schwärmer

Court of registry: Amtsgericht Freiburg, Register number: HRB 702534

VAT-ID-Nr.: DE 260271683

2. Conclusion of contract

2.1 All offers on this website are subject to change.

The depiction of the products in the online shop does not constitute a legally binding range of products, but rather a non-binding online catalog. By clicking on the button "Send Order" you consent to a binding order of the merchandise in your shopping cart. The confirmation of receipt of your order occurs together with the acceptance of your order directly after the automated email is sent. The purchase contract is concluded with this email confirmation.

2.3 Section 2.2 applies accordingly to orders made in written form, by telephone or by email.

2.4 The contract shall be concluded with the provision that in the event of incorrect or improper delivery by our sub-suppliers, that we must not perform our service, if only partially. If a certain product is not or only partially deliverable, then we will inform you immediately about the unavailability of the item. The customer has the right to declare the contract null and void in the event of a delay in delivery of more than two weeks. In all other respects, we are also entitled to declare the contract null and void in the event of the aforementioned. Partial payments or full payments made by you will be refunded.

3. Prices

All prices are in euros and include the applicable VAT tax, while they exclude shipping and handling costs.

Deliveries made outside the EU are subject to duties, taxes and fees.

More information about duties, for example, can be found here:

http://ec.europa.eu/taxation_customs/index_en.htm

and info about import sales tax here:

<http://auskunft.ezt-online.de/ezto/Welcome.do>

as well as special info regarding Switzerland here:

<http://xtares.admin.ch/tares/login/loginFormFiller.do>

4. Payment and delivery policy

4.1 We offer the following methods of payment:

- Advance payment,
- PayPal,
- Credit card,
- Cash on delivery (COD) or billing on invoice for government authorities and schools.

4.2 The total purchase price is due upon conclusion of the contract.

The total purchase price is due at the time of delivery for orders billed on invoice. You default on payment without further notice from us, if you do not pay within 14 days after date due. You shall pay interest charges at 5% above the current base rate on all overdue accounts. The obligation to pay default interest does not preclude further claims by us for damage caused by payment delay.

4.3 You are only entitled to offsets if your counter claim was found to be legally binding or if it was accepted by us. Right of retention can only be executed if your counter claim is based on the same contract.

Shipment of the items will be made within two working days after payment is received. You will be notified in the event of delays in delivery.

5. Retention of title

The merchandise remains our property until complete payment is made.

6. Warranty and liability

6.1 We guarantee that at the time of transfer of risk the product is free of material defects, and defects of title, pursuant to § 434, 435 BGB.

6.2 The guarantee periods required by law do apply. It should be noted that with regard to products, for instance wear and tear parts like rechargeable batteries, which have a presumed service life and are covered under the above mentioned legally stipulated warranty period, that such claims made regarding performance cannot be recognized. The performance of rechargeable batteries for example, under ordinary conditions, typically decreases after six (6) months.

6.3 If the delivered item does not reflect the agreed characteristics or is not suitable for the

purpose stipulated in the contract or does not have the characteristics or have the function made in our public statements, then we are obliged to supplementary performance.

6.4 In such a case you can choose between supplementary performance through amendment, or replacement of the item. We are entitled to deny the chosen type of supplementary performance if it is only possible through excess, disproportionate costs and the other type of supplementary performance is without substantial drawbacks for you. You must grant us an appropriate period of time for supplementary performance.

6.5 Rectification will be seen as having failed after two unsuccessful attempts. If rectification has failed, you are legally entitled to choose between reduction of the price or withdrawal from the purchase agreement, to cancel the contract. There is no entitlement to cancel the contract if there is only a slight breach of contract, especially in the case of only slight defects.

6.6 In the case of a new product which is defective, if the customer decides to have the defective merchandise repaired - to support expeditious handling of the matter - the customer is obliged to send the merchandise by request of PTS-Trading, Patric Schwärmer directly to the manufacturer, the address of which, will be promptly disclosed. We will refund the resulting delivery expenses to the customer, if the manufacturer does not make a refund.

6.7 Each return shipment of defective merchandise requires our prior consent, to verify whether the delivery of easily installable spare parts for the aforementioned would present a minimization of service guarantee efforts. If a return shipment of merchandise is agreed upon, then the aforementioned shipment must be complete.

6.8 In cases of claims for damage due to a defect, the following terms cannot be honored until rectification has failed. Your right to make claims for damages according to the following conditions is not affected.

6.9 We shall be liable for damages to life, body and health, according to the legal requirements, when the damages result from a culpable breach of duty by us, our legal representatives or our auxiliary persons.

6.10 Additionally, we shall be liable without restrictions, pursuant to the legal requirements for damages covered under the product liability law and also for all damages resulting from deliberate or gross negligent breaches of contract, like malice on our part, our legal representatives or our auxiliary persons. Within the scope of guaranteed characteristics and/or durability, we shall be liable as long as we gave such guarantee regarding the delivered merchandise. If defects occur, relating to the absence of the characteristics or durability guaranteed by us and the defects are not found directly on the merchandise delivered by us, then we are only liable if the risk of such damage is clearly covered by our guarantee of characteristics and durability.

6.11 If damages occur on account of a simple negligent breach of contract of a significant contractual obligation, or due to the simple negligence of an obligation of which performance the due execution of the contract is dependent on and you as a buyer consistently count on the compliance thereof, then we are liable. The same applies, when you are entitled to claims for damages instead of service. Our damage liability is limited to slightly negligent breaches of duty that are typical, immediate and predictable average damages for that type of merchandise. The same applies to slightly negligent breaches made by our legal representatives or auxiliary persons.

6.12 Further liability claims against us do not exist and without regard for the legal nature of the claims made against us by you. This provision does not affect our liability according to sec. 6.8.

6.13 Information regarding the function and use of new and used items or other technical information will be made to our best understanding and based on existing experience. These statements however do not constitute a guarantee of characteristics of the merchandise.

7. Obvious defects / Transport damages

7.1 Should it be found that the delivered merchandise has obvious defects, then you must report such defects within a period of two months after the defect has been found. The report of defect is valid as long as it is forwarded on time. If timely reporting of the defect does not occur, then claims for guarantee and supplementary performance expire two months after the defect was found by the customer, unless we acted maliciously. You are required to prove the time when the defect was established. If you concluded the contract due to inaccurate statements made by us, then you carry the burden of proof of the cause. Should the customer report a loss or damages caused during transit within the period mentioned in 7.1, then we will immediately make claims for compensation to the causer or an investigation request will be made regarding the whereabouts of the merchandise. We are not obliged to deliver a replacement to the customer or refund the purchase price until the damage has been positively identified or the investigation regarding the whereabouts, have been completed.

8. Terms of cancellation

Return policy

The customer may revoke his contractual statement in writing within one month, without stating reasons, (e.g. Letter, e-mail, fax) or by returning the goods to the vendor. The period begins after receipt of the terms in written form, but not before the recipient receives the merchandise (in case of recurring deliveries of the same type of goods, not before receiving the first partial delivery); and not before fulfillment of our duty to notify pursuant to § 312c sec. 2 BGB in conjunction with § 1 sec. 1, 2 and 4 BGB-InfoV as well as our duty pursuant to § 312e sec. 1 clause 1 BGB in conjunction with § 3 BGB-InfoV. In order to meet the cancellation deadline, it is sufficient to dispatch the revocation or merchandise in due time. The cancellation request must be sent to:

PTS-Trading GmbH
Schmiedstr. 5
78224 Singen
Germany

Fax: 07731/912713
E-Mail: info@pts-trading.de

Effects of cancellation

In the event of an effective cancellation, deliveries made by either party must be returned and compensation provided for use of the same (e.g. interest). If you are unable to release the rendered service either in full or in part, or only in deteriorated condition, you may be liable to

pay compensation in this respect. In the case of good surrendered, this does not apply if the deterioration of the goods is attributable only to the testing of the goods - for instance, as would be usual in a conventional shop - or from normal operation and use. You can avoid the duty to provide any compensation for any deterioration of the goods caused by the intended use, by not using the goods as your own property and refraining from all actions that may affect its value.

Goods which can be sent by parcel shipment shall be returned at our risk. You have to pay the return shipping costs if the return is not a result of our error and the price of the goods does not exceed 40 Euro, or in case of a higher price, if the customer has not provided the payment or a partial payment in accordance with the closed contract at the time of the cancellation. Otherwise, return delivery will be free of charge for you. Items not able to be sent by parcel shipment shall be picked up at your dwelling. You must fulfill your obligations for the reimbursement of payments within 30 days after submitting your cancellation notice. The period begins for you upon sending of the cancellation request or the item itself; it begins for us up on receipt of said item(s).

End of disclaimer

9. Acts of a higher power

In the event that we are unable to complete the due service on account of acts of a higher power, (especially in case of war or natural disaster), we are exempted from the obligation to perform the service. In the event that we are unable to process the order for more than one month, the customer shall be entitled to cancel the purchase agreement.

10. Final provisions

10.1 Contracts between the merchant and the customer are subject to the laws of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Should one or more provisions of these terms and conditions prove to be invalid, the validity of the remainder shall not be affected.

Details pursuant to § 312e BGB; § 3 BGB-InfoV:

The text of the contract is stored by us. You may download the terms and conditions as a .pdf document here: [Terms and Conditions.pdf](#)

All data you enter will be shown to you after the order button is pressed and can be amended by you before the order is sent.

The contractual languages are German or English.