



General terms and conditions

§ 1 Scope, subject and conclusion of a contract

1. The following conditions govern the contractual relationship between Nakatanenga 4x4-Equipment, Inhaber Peter Hochsieder e.K., Ludwig-Erhard-Ring 30, 92348 Berg bei Neumarkt i.d.OPf., hereinafter referred to as the seller, and the particular buyer.
2. These terms shall apply exclusively. Contradicting or deviating conditions set by the buyer do not apply, unless the seller has specifically approved them.
3. They shall apply in relation to both consumers and entrepreneurs. A consumer within the meaning of these terms and conditions is every natural person who places an order for a purpose that cannot be predominantly attributed to his or her commercial or freelance professional occupation. An entrepreneur within the meaning of these terms and conditions is a natural person or legal entity or partnership with legal capacity which is acting in the exercise of its commercial or freelance professional occupation when placing the order.
4. The subject of each contract is the sale of goods by the seller to the buyer.
5. The buyer can order goods on the seller's website. The minimum order value is 49 Euro. After placing an order, the buyer receives an order confirmation, in which all specifications made by the buyer are repeated. This order confirmation does not constitute the conclusion of a contract. Within two days the buyer will receive a declaration of acceptance or a shipping confirmation by the seller if the seller accepts the offer. Without receiving such a declaration or confirmation within the time limit the buyer is not bound to his order anymore.
6. After placing the order, the company will forward the contract text and the terms and conditions to the buyer by email. Furthermore, orders can be cancelled by the buyer at any time after they have been submitted via the buyer's customer account, provided that the buyer has created a customer account prior to the submission of his order.
7. The contractual language is German. (Pages written in other languages are for informational purposes only. In case of discrepancies, the German version is applicable.) The law of the Federal Republic of Germany shall govern exclusively, provided that the buyer is a merchant [Kaufmann].
8. All prices are gross prices in Euro.

§ 2 Execution of the sales contract, shipping costs

1. The buyer pays the shipping costs from the seller's place of business in accordance with the relevant version of the shipping costs table that can be viewed at <https://www.nakatanenga.de/en/delivery>.
2. Payment is due at conclusion of the sales contract. The buyer can choose among different payment methods.

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Commercial Register:
Nürnberg, HRA 16386

3. Additional costs for returned debits and refused C.O.D. orders will be charged to the buyer.
4. The seller is entitled to rescind the contract if, despite having previously concluded a corresponding procurement contract, the seller does not, for his part, receive the subject goods or services; the seller's liability for intentional acts or negligence shall remain unaffected hereby. In such case, the seller shall inform the buyer without delay regarding the non-availability of the goods or services and shall promptly refund any consideration previously paid to the buyer. In such case, the seller reserves the right to offer goods which are of equivalent price and quality, with the aim of concluding a new contract for the sale and purchase of such goods of equivalent price and quality.
5. The buyer will inspect the goods immediately upon receipt, as far as a commercial transaction for both parties according to the German Handelsgesetzbuch HGB (Commercial Law Code) is concerned. He will especially consider completeness and operability of the goods. The seller has to be informed immediately of any defects that have been detected or that are obviously noticeable. A detailed description of the defects should be attached. If the buyer does not report any defects, the goods are considered approved, unless there are any defects that have been undetectable during the inspection.
6. Defects of the goods which cannot be ascertained by an examination with due care pursuant to para. 5 here, must be notified to the seller promptly upon discovery, if the trading transaction constitutes a reciprocal transaction; otherwise, the goods shall be deemed approved by the buyer, notwithstanding such defects.

§ 3 Warranty and liability

1. According to the legal requirements of German purchase law (§§ 434 et seqq. BGB – German Civil Code) and – if the buyer is a consumer – according to the legal requirements of German consumer goods purchase law (§§ 474 et seqq. BGB – German Civil Code), the seller generally is liable for any defects in the goods unless these terms and conditions provide otherwise.
2. Where the buyer is an entrepreneur, the warranty period under sec. 437 (1) and (3) of the German Civil Code for new goods shall be one year, beginning from the inception of the legal limitations period. The warranty period is two years.
3. The warranty for used goods is hereby disclaimed where the buyer is an entrepreneur. Where the buyer is a consumer, the defect liability period for used goods is one year, beginning from the inception of the legal limitations period.
4. As a fundamental rule, the seller shall not be liable for damage resulting from slight negligence.
5. The limitations of liability under the foregoing subparas 2, 3 and 4 shall not apply to injuries to life, limb, and health, in cases of fraudulent concealment of defects, claims under the Products Liability Act, claims in the case of intentional acts or gross negligence, or breaches of obligations where adherence to such duties constituted an initial prerequisite to any performance of the contract at all, on which the customer was ordinarily entitled to rely.

§ 4 Retention of title and passing of risk

1. The delivered goods remain the property of the seller until full payment is received.
2. Where the customer is an entrepreneur, then in cases in which the goods sold are subject to shipping, the risk of destruction is deemed to pass to the entrepreneur already at such time as the seller delivers them to the forwarding entity. In the case of consumers, the risk passes only at such time as the goods are delivered to the customer.

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§ 5 Default and costs of default

1. Buyers who are not consumers are considered in default if payment is not received within 30 days after the due date.
2. Consumers are also considered in default within 30 days after the due date if they are informed of this consequence on the invoice or application for payment.
3. The seller is entitled to claim dunning charges of EUR 2.50 from the customer for each dunning notice. The customer is entitled to furnish evidence that the seller has incurred no losses or that his losses were less. The seller expressly reserves the right to claim further dunning charges.

§ 6 Final provisions

1. If the buyer is not a consumer in the sense of § 13 BGB, German law shall govern both these terms and conditions as well as the respective contract, but excluding the United Nations CISG.
2. If the buyer is a trader as defined in the German Handelsgesetzbuch HGB (commercial law code), exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be the seller's location.
3. Should any of the provisions of these terms and conditions be or become invalid, this shall have no effect on the validity of any other provisions or agreements.
4. We are not willing and not obliged to participate in any system of Online Dispute Resolution of Consumer Arbitration Services.

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Cancellation policy

Pursuant to the advice on cancellation rights set forth below, you will only have a right of cancellation if you are a consumer. Pursuant to sec. 13 of the German Civil Code [German acronym: BGB], a 'consumer' is any natural person entering into transactions for purposes which are not predominantly connected either to their trade or independent professional occupation.

Right of cancellation

You have the right to cancel this contract within fourteen days' time without the need to furnish reasons.

The cancellation period is fourteen days from the date on which you or a third party appointed by you who is not the forwarder of the goods took possession of those goods and, in the case of contracts for multiple goods, which you ordered in the course of a unitary order and which were separately delivered, where you or a third part appointed by you who is not the forwarder of the goods took possession of the last items of goods.

In order to exercise your right of cancellation, you must inform us at

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Email address: info@nakatanenga.de

of your decision to cancel this contract by means of an unambiguous declaration (for example by means of a letter dispatched by post, facsimile or e-mail). For this purpose, you may use the attached sample cancellation form, but this is not mandatory.

For purposes of complying with the cancellation deadline, it will suffice if you forward your notification that you are exercising your right of cancellation prior to the expiry of the cancellation period.

Consequences of cancellation

If you cancel this contract, we shall refund to you all payments we have received from you, including the delivery charges (with the exception of additional costs resulting from the fact that you have selected a different type of delivery than the cheapest standard delivery option offered by us), without delay, but in any event no later than fourteen days from the date on which we receive your communication regarding your cancellation of this contract. For such refund, we shall use the same method of payment which you used in the original transaction, except where we have expressly agreed otherwise with you; no fees will be charged to you in any case as a result of the refund. We may refuse to provide the refund until such time as we have received the return of the goods or you have furnished us evidence that you have dispatched the goods back to us, whichever is the earlier.

You must return or hand over the goods without delay, and in any event no later than within fourteen days from the date on which you notify us regarding your cancellation of this contract, to

Nakatanenga 4x4-Equipment
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Ludwig-Erhard-Ring 30
Berg b. Neumarkt i.d. OPf.
Germany

You will be deemed to meet this deadline if you dispatch the goods prior to the expiry of the fourteen-day period.

You will bear the direct costs of returning the goods, where the goods in question are such that, based on their characteristics, they are not capable of being returned by normal post, these costs shall total a maximum of EUR 80. You will only be held responsible for any possible loss in value of the goods where such loss in value is the result of any handling of the goods which was not necessary to verify their qualities, characteristics and functionality.

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The right of cancellation does not apply in respect of the following contracts:

1. Contracts for the supply of goods that are not pre-processed and whose production process involved individual selections made or instructions given by the consumer or which are clearly customized to the personal requirements of the consumer,
2. Contracts for the supply of sealed goods which are not suitable for return due to the need to protect public health or hygiene, where the seal has been removed following delivery,
3. Contracts for the supply of audio or video recordings or computer software in sealed packaging, where the seal has been removed after delivery.

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Model withdrawal form

(If you wish to cancel the contract, then please fill in this form and return it to us.)

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92348 Berg b. Neumarkt i.d.OPf.
Germany

Email address: info@nakatanenga.de

I/We (*) hereby cancel the contract I/we (*) entered into for the purchase of the following goods (*) /the provision of the following services (*)

Ordered on (*)/received on (*)

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Name of consumer(s)

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Address of consumer(s)

Signature of consumer(s)

Date

(* Please strike through what does not apply.
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