

General Terms of Sale for our Online Shop

1. Scope of application

For all orders via our online shop by entrepreneurs, the following terms and conditions apply. Our privacy policy also applies and declared as read and understood and accepted in case of an order, download at www.paulgothe.com/Privacy-policy. There is the right not to consent to this declaration, unfortunately in this case we cannot offer our services because we rely on the collection and processing of your data.

Entrepreneur is a natural or legal person or a legal partnership, in concluding a legal transaction in their commercial or independent professional activity.

With regard to companies these conditions also apply to future business relations, without that we would again refer to them. If a trader uses contrary or supplementary terms, their validity hereby rejected; they are only part of the contract if we have expressly agreed.

2. Contractor, contract

The purchase contract is reached with Paul Gothe GmbH.

The presentation of products in our online shop is not legally binding offer, but a noncommittal online catalog. You can insert our products initially suggested to the cart and correct your entries before sending your binding order any time by the purpose of the order procedure provided use and explained proofing tools.

By clicking the order button you place a binding order for the items in the cart.

The confirmation of receipt of your order takes place directly via email by sending the order and does not constitute an acceptance of the contract.

We can accept it within 2 days your order by sending a declaration of acceptance in a separate e-mail or by delivering the goods.

A binding contract may also previously as follows come about:

- If you selected Sepa direct debit, the contract is concluded with the receipt of the notification of the date of the account debit (prenotification) materialize.

The funds available for the contract languages are German and English.

We save the contract text and send you the order data by e-mail. The terms and conditions at any time here for viewing and downloading on this page. Your past orders can be viewed in our customer login.

3. Delivery terms

Additional to the stated product prices will be calculating the shipping cost. For details on the amount of shipping, consult the offers.

You basically have the option of picking up at

Paul Gothe GmbH, Wittener Str. 82, 44789 Bochum, Deutschland
Service time Mo-Th 8:00 - 15:00 h, Fr 8:00 - 11:00 h.

Please inform us 2 days before pick-up, so that we can provide the goods.

We do not deliver to packing stations.

4. Payment

In our shop you have the following payment methods available:

Payment in advance

With the advance payment, we will provide our bank details in the order confirmation and deliver the goods after payment.

SEPA Direct Debit

Unless you give us a SEPA mandate, payment by direct debit from your bank account. The account debited before shipping the goods. We will inform you separately in a preliminary announcement about the date of the account debit.

The deadline for your advance notice of the date of the account debit (pre-notification period) is shortened to 5 days.

If you select the payment method SEPA Direct Debit additional cost of 3.00 Euros must be paid.

PayPal

If you choose the payment method of PayPal, the payment will be made via PayPal (Europe) S.à r.l. et Cie, S.C.A. If using the selected payment method, PayPal collects your customer data and carries out payment processing on behalf of Paul Gothe GmbH.

For this type of payment must be paid 2.5% charges. The debit is loaded before dispatching the goods. You will be informed separately about the date of the account assignment.

Invoice

Payments by invoice are only possible for well-known and registered customers.

Cash on Pick-up

You can pay cash when you pick up your goods.

5. Withdrawal

We have no voluntary right of withdrawal for entrepreneurs.

6. Retention of title

We reserve title to the goods until all claims from an ongoing business relationship.

You may resell the goods in the normal course of business; all arising from this resale receivables contact - regardless of a connection or mixing of the goods with a new thing - in the amount invoiced to us in advance from, and we accept this assignment. They remain to collect the claims authorized; however, we may also collect receivables itself, insofar as they fail to meet your payment obligations.

7. Transport damage

Applies to entrepreneurs: The risk of accidental loss and accidental deterioration passes to you as soon as we the forwarder, carrier or have otherwise to execute the dispatch person or institution the matter. Among buyers the regulated in § 377 HGB inspection and complaint applies. Refrain from the provision prescribes a notification, the goods shall be deemed approved, unless it concerns a defect which was not recognizable during the inspection. This does not apply if we have fraudulently concealed a defect.

8. Warranties

It is the statutory warranty rights. Information on any applicable special warranties and the exact conditions can be found at each product and to specific information pages in the shop.

9. Liability

For claims due to damage caused by us, our legal representatives or agents, we are liable always unlimited

- for loss of life, limb or health
- with intentional or grossly negligent breach of duty
- in warranty promise, if agreed
- the scope of the product liability law is applicable opens.

For breach of contractual obligations whose fulfillment is essential to the proper execution of the contract and on whose observance the contractual partner may regularly trust (cardinal obligations) by slight negligence by us, our legal representatives or agents is the amount of liability to the foreseeable when the contract loss limited, must be expected to incur typically.

Incidentally, claims for damages are excluded.

10. Final Provision

Are you an entrepreneur, then German law applies, excluding the CISG.

Are you a merchant according to the Commercial Code, legal entity under public law or public special fund, the exclusive jurisdiction for any disputes arising from contractual relationships between us and you our place of business.

Foreign GTS:

If necessary, we can make individual contracts to avoid conflicting conditions.

In principle, we make no individual contracts if the order is below EUR 5.000,--.

For orders or inquiries with individual contracts with reference to Third-party terms and conditions the access to this GTS has to be easy.

If found no agreement, the sale can take place only if the order is placed according to the German commercial code (HGB).

Please understand, that we must carry out a processing fee if your GTS / individual contract has more than half a page or unusual formulations.

End of statement

Bochum, 10.05.2018

Paul Gothe GmbH

District Court Bochum No HRB-6891

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