



General Terms and Conditions

1. Scope of application, definitions

For the business relationship between the company Lübke Dachrinnentechnik, Onlineshop www.luebke-dachrinnentechnik.com (hereinafter: „Lübke Dachrinnentechnik“) and the customer (hereinafter: „Customer“), the following General Terms and Conditions shall apply exclusively to orders placed via this online store in the version valid at the time of the order. You can call up these General Terms and Conditions at any time at the web address <http://www.luebke-dachrinnentechnik.com/impressum/agb> and print them out using your Internet browser or save them on your computer. By submitting the offer, the buyer accepts the following terms and conditions. Our terms and conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions, even if known, are not part of the contract, unless their validity is expressly agreed. Individual agreements shall take precedence over the GTC and shall not be affected thereby.

A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity.

A consumer is any natural person who concludes a legal transaction for a purpose that can be attributed neither to his commercial nor to his independent professional activity.

An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.

Important notice/consumer information:

The information relevant for consumers can be found in No. 2-7 of these GTC or regarding the description of the goods in the respective item description.

2. Conclusion of contract

The „offers“ in the online store do not represent a binding offer by HBW Handel.

The conclusion of the contract is carried out by offer and acceptance of an offer.

a) If the offer is made by telephone, the contract is concluded by verbal agreement with Lübke Dachrinnentechnik or by sending the goods after the buyer has made an offer (order). If the customer places an order by fax or e-mail, Lübke Dachrinnentechnik may accept this offer within 10 calendar days by written or electronically transmitted (fax or e-mail) order confirmation or by delivery of the goods. An order can be rejected by Lübke Dachrinnentechnik.

b) If the customer merely inquires about a good or service by telephone or in text form (fax, email) and this is then specified to Lübke Dachrinnentechnik by email/fax or telephone, including the price, this shall constitute the offer of a contract to which Lübke Dachrinnentechnik shall be bound for 10 calendar days and which the customer may accept by written declaration (letter, email, fax) within the aforementioned period.

c) By ordering the goods via the „online order form“, the Buyer submits a binding offer of contract. The buyer is bound to his/her offer for 10 days. After the order is placed, an order confirmation will be sent automatically to the e-mail address provided by the buyer. Upon receipt of this, the contract is concluded. The buyer has to make sure that no spam filters prevent the receipt of the email. Only the information contained in the confirmation is binding. The confirmation or the offer within the meaning of § 2 a-c) shall be made by Lübke Dachrinnentechnik subject to the availability of the goods or services. In the event of non-availability, the buyer and Lübke Dachrinnentechnik shall have the right to withdraw from the contract. In the event of non-availability, Lübke Dachrinnentechnik undertakes to inform the buyer thereof without delay and to reimburse without delay any consideration already received. Lübke Dachrinnentechnik shall only be entitled to withdraw from the contract if the non-availability of the performance occurs due to force majeure and other events

unforeseeable at the time of conclusion of the contract or if such non-availability results from a supplier's failure to deliver on time, although Lübke Dachrinnentechnik has concluded a congruent hedging transaction. If the goods are marked as unavailable in the online store, the obligation to notify and the possibility of withdrawal shall not apply to the buyer. In this case, the consideration shall be deemed deferred until Lübke Dachrinnentechnik notifies the availability. In this case, Lübke Dachrinnentechnik shall not be obliged to refund the consideration without delay.

Drawings, illustrations, dimensions, weights and other data are not binding unless this has been expressly agreed in writing. Attached documents, catalog information or other product information such as illustrations, drawings, weights and dimensions are only approximate and are not binding. This does not apply if the aforementioned circumstances are necessarily decisive properties of the item (e.g. dimensions of components that can only be used with these exact dimensions). After the conclusion of the contract, no changes can be accepted by telephone.

Information according to Art. 246 c EGBGB

Contract language

The contract language is German.

Technical steps to conclude the contract / correction of input errors

In order to be able to purchase items from the online store's range of goods, registration is first required. After successful login, you can select products from the range of goods at <http://www.luebke-dachrinnentechnik.de> and place and collect them in a so-called shopping cart by clicking on the button „add to shopping cart“. In the shopping cart you can select the delivery quantity of the desired goods and add or remove goods. By clicking the button „Buy now“ you make a binding request to purchase the goods in the shopping cart under the conditions listed there. Before sending the order, you can view, change and delete the data at any time. However, the order can only be submitted and transmitted if you have previously accepted these terms and conditions by clicking on the button „Accept Terms and Conditions“ and thereby included them in the order. The examination/correction of the inputs is possible during the entire order process also continuously by means of the usual keyboard and mouse functions.

Storage of contract text

You can read the terms and conditions at any time via your Internet browser, print them out or save them on your local computer. The AGB's are likewise callable over the Internet address <http://www.luebke-dachrinnentechnik.de/agb>. Immediately after sending the order, we will send you an automatic confirmation of receipt by e-mail, in which your order is listed again and which you can print out using the „Print“ function.

The concrete „offer text“ in the online store is not stored separately by us and may not be retrieved by the customer after the conclusion of the contract, if the „offer“ in the store is no longer available or changed at that time. The customer's order is stored by us but cannot be retrieved separately by the customer. The confirmation email contains all data relevant to the contract, in particular the cancellation policy and the GTC. The current GTC are always available on the store page. Older GTC are not stored by us. The customer should print out the contract text incl. GTC when ordering (e.g. by screenshot) and keep and save the order confirmation, which also contains the current GTC.

3. Return costs in case of revocation of distance contracts

It is pointed out or agreed that the customer, who is a consumer, bears the direct costs of the return shipment in case of a revocation (according to the issued revocation instruction).

4. Prices

Prices are quoted in Euro and include the statutory value added tax applicable on the day of delivery. The customer does not incur any additional costs when ordering by using the means of remote communication (subject to the appropriate connection costs). The „offer“ includes all costs incurred

by the customer (including shipping costs). The shipping costs depend on the respective concrete purchase offer and the information on shipping given therein or are shown separately under „Shipping costs“ on the website and are to be borne additionally by the customer, unless free shipping is promised.

If the delivery is made to a non-EU country, further customs duties, taxes or fees may be payable by the customer to the relevant customs or tax authorities. The customer is advised to ask the customs or tax authorities for details before placing the order.

5. Terms of payment

Customers in the online trade will only be supplied by prepayment, „SOFORT Überweisung“ or Paypal or cash payment is made upon collection. The purchase price is due immediately. In individual cases, other payment terms can be agreed. The bank details will be communicated during the purchase process.

6. Delivery

The shipment is always at our risk until the handover to the customer. This does not apply if the customer is an entrepreneur. In this case, the risk shall pass to the customer as soon as the goods have been handed over by us to a reliable transport person. If the customer, who is a consumer, is in default of acceptance, the risk of accidental loss shall pass to the customer from this point in time. If the shipment is delayed at the request of the customer, the goods shall be stored for this period at the risk of the customer.

7. Delivery period

The delivery period is stated in the respective item description. When ordering more than one item, the longest stated delivery period shall apply, unless the customer expressly requests individual shipment of the items.

The delivery period begins, if the customer in online commerce is obliged to advance, on the day after issuing the payment order to the transferring credit institution / Paypal. If the customer is not obliged to advance payment, on the day after the conclusion of the contract (see above). The method of payment chosen by the customer shall apply.

8. Refusal of acceptance / Consequences of default

In case of unjustified refusal of acceptance of the goods, we charge a flat rate of 10.00 €. If payment is made on account, reminder fees of 5.00 € will be charged from the 2nd reminder in the event of non-payment. The customer is free to prove that no or less damage has occurred.

9 Warranty

Lübke Dachrinnentechnik shall be liable for warranty claims arising from the purchase in accordance with the statutory provisions, unless otherwise stated below.

If the customer is a consumer, the warranty period for new items shall be 2 years. For used goods the warranty period is one year. If the customer is an entrepreneur, the warranty period for new items is 1 year. The warranty is otherwise excluded if the customer is an entrepreneur. This does not apply if the defect was fraudulently concealed or a guarantee for the condition was given.

The warranty period begins with the receipt of the goods by the customer. Without prejudice to the above provisions on the shortening of the warranty period in the case of purchase, the limitation period for claims for damages under warranty in the event of injury to life, limb, health, a material contractual obligation (obligations whose fulfillment makes the proper performance of the contract possible in the first place and on whose compliance the contractual partner may regularly rely), a period of two years. In the case of other claims for damages under warranty, this period shall also

be 2 years if they are based on a grossly negligent or intentional breach of duty by us or our vicarious agents. The exclusion of warranty vis-à-vis entrepreneurs shall also not apply in the two aforementioned cases.

Any claims arising from guarantees or manufacturer's warranties assumed shall remain unaffected.

If the purchase is a commercial transaction for both parties in the sense of § 343 HGB (German Commercial Code), § 377 HGB (German Commercial Code) shall apply, i.e. in particular that the customer must notify defects in the purchased item without delay, at the latest within 2 weeks. Defects which cannot be noticed within this period even after careful inspection shall be notified by the customer immediately after discovery. Properties of the goods according to our specifications, advertising or labeling shall only be part of the agreed quality vis-à-vis entrepreneurs if this is expressly stated in the offer or confirmed by us in writing or stated in the order confirmation. § 478 BGB remains unaffected.

10 Liability

Notwithstanding the provisions in No. 10, Lübke Dachrinnentechnik shall be liable for damages other than those resulting from injury to life, body and health or from culpable breach of a material contractual obligation (obligations whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the contractual partner may regularly rely) - including consequential damages, futile expenses - only to the extent that such damages are based on intentional or grossly negligent acts of Lübke Dachrinnentechnik or its vicarious agents.

In the event of culpable violation of essential contractual obligations, the claim for damages shall be limited to the foreseeable damage typical for the contract. Insofar as Lübke Dachrinnentechnik is liable for damage caused by delay, such liability shall be limited to the typically foreseeable damage, but not more than 5% of the total price agreed in the contract concerned.

Any further liability for damages shall be excluded. The provisions of the Product Liability Act shall remain unaffected.

The provisions of the preceding paragraph shall apply mutatis mutandis to a limitation of the liability to pay compensation for futile expenses (§ 284 BGB).

The above limitations of liability shall also apply in favor of Lübke Dachrinnentechnik's vicarious agents.

11. Retention of title

The delivered goods shall remain the property of Lübke Dachrinnentechnik until payment has been made in full.

12. Set-off / Refusal of performance

Offsetting against claims of Lübke Dachrinnentechnik shall only be possible if the customer's claim is undisputed or has been legally established. This shall not apply if the customer's claim arises from a claim in kind entitling the customer to refuse performance. The customer may only exercise a right of retention if the counterclaim is based on the same contractual relationship.

13. Transport damages

We ask the customer, who is a consumer, to report goods with obvious damage to the packaging or contents to the transport company or refuse acceptance and contact us as soon as possible. In case of discovery of hidden defects, we also request immediate notification. The above requests are not obligatory and have no effect on warranty claims. If the customer is an entrepreneur, he has to examine the goods immediately after receipt for transport damages. Lübke Dachrinnentechnik

must be notified immediately in writing of any detectable transport damage. The customer must have packaging damage confirmed in writing by the transport company upon acceptance of the goods. If such damage to the goods becomes apparent later, the notification must be made immediately after it becomes known.

14 Copyright

Lübke Dachrinnentechnik reserves the property rights and copyrights to drawings, cost estimates, plans, descriptions and other documents or photos. These may not be made accessible to third parties unless express consent has been given.

15. Final provisions

Contracts between Lübke Dachrinnentechnik and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Insofar as the customer is a consumer, the statutory provisions and regulations of his place of residence shall remain unaffected by this agreement insofar as these are more favorable to him.

Insofar as the customer is a fully qualified merchant within the meaning of the German Commercial Code (HGB) or a legal entity under public law or a special fund under public law, Burgstädt is agreed as the place of jurisdiction for all disputes arising from the contractual relationship, including disputes arising from claims based on bills of exchange or checks. The place of performance is the registered office of Lübke Dachrinnentechnik if the customer is an entrepreneur, otherwise the place of residence of the customer.

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. In this respect, the legal regulations shall take the place of the respective provision.

Information on online dispute resolution:

The European Commission provides a platform for out-of-court online dispute resolution (OS platform), which can be accessed at www.ec.europa.eu/consumers/odr. We are obliged to participate in the dispute resolution procedure. You can find our e-mail address in our imprint. A list with the contact details of the recognized dispute resolution bodies can be found at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.adr.show>.

We are not obliged and not willing to participate in a dispute resolution procedure before a consumer arbitration board (alternative dispute resolution).

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