
Conditions

GENERAL TERMS AND CONDITIONS (GTC) CARPHUNTER&CO

Definitions

Due to the scope of the General Terms and Conditions, we have refrained from using both genders when referring to persons. However, all terms contained in the General Terms and Conditions are to be understood as gender-neutral for both genders.

Definitions:

GTC: General Terms and Conditions for the CARPHUNTER&CO portal

CARPHUNTER&CO:
Markus Rosenberger
Liebochstrasse 8
8143 Dobl

CARPHUNTER&CO Portal:

The entirety of the products, services and content offered or presented by CARPHUNTER&CO on the Internet pages under the domain www.carphunterco.com (online store), etc.

Consumer:

Persons who are in a contractual relationship with CARPHUNTER&CO and fall within the scope of protection of the Consumer Protection Act or FAGG.

Other customers:

Persons who are in a contractual relationship with CARPHUNTER&CO and do not fall within the scope of protection of the Consumer Protection Act.

Customers:

Consumers and other customers

§ 1 Scope and duration of validity of the GTC

The GTC shall apply to all relationships within the framework of the CARPHUNTER&CO portal between CARPHUNTER&CO on the one hand and consumers and other customers on the other, as well as to all other contractual relationships insofar as reference is made to them, unless mandatory statutory provisions provide otherwise.

The validity of the GTC shall be unlimited and shall end when newer GTC come into force.

Unless the transaction is a consumer transaction, the GTC shall also apply to future transactions and contractual relationships, even if no new reference is made to them.

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In the event of new GTC, other customers will be informed in writing or by e-mail. Unless other customers explicitly object to them in writing within 14 days, the new GTC shall be deemed to have been agreed.

§ 2 Conclusion of contract and withdrawal from the contract

The presentation of products and services in the online store does not constitute a legally binding offer, but a non-binding online catalog.

By completing the respective order process by clicking on the button **"order with obligation to pay"**, the consumer places a binding order.

Confirmation of receipt of the order follows immediately after the order is sent by an automated e-mail and does not yet constitute acceptance of the contract. The contract is only accepted when the customer receives an e-mail in which CARPHUNTER&CO confirms the dispatch of the goods, the booking or the order.

§ 3 Delivery restrictions and changes

3.1 Offers are generally subject to change:

The offers placed by CARPHUNTER&CO in the online store ("www.carphunterco.com") shall only apply "while stocks last", unless expressly stated otherwise in the offer. Information on products, such as illustrations, drawings, descriptions, dimensional, weight, performance and consumption data as well as information relating to the usability of devices for new technologies are subject to change unless they are expressly designated as binding.

3.2 Right of withdrawal in the event of errors, mistakes and/or delivery problems:

CARPHUNTER&CO shall be entitled to withdraw from the contract in the event of typographical, printing and calculation errors in the online store ("www.carphunterco.com"). Even if the ordered product or a comparable product is not available because CARPHUNTER&CO is not supplied with the aforementioned product by its supplier, CARPHUNTER&CO shall have the right to withdraw from the contract. In such cases, CARPHUNTER&CO shall immediately inform the customer that delivery is not possible or not possible in the agreed form and shall immediately refund any payments already made.

3.3 Right of withdrawal in the event of force majeure:

If force majeure makes delivery or other performance impossible, CARPHUNTER&CO's obligation to perform shall be excluded. In such cases, CARPHUNTER&CO shall inform the customer immediately that delivery will not take place and shall

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reimburse any payments already made without delay.

3.4 Right of withdrawal in the event of gross disproportion between expenditure and customer interest:

CARPHUNTER&CO may also refuse performance and withdraw from the contract if this requires an effort which, taking into account the content of the purchase contract and the requirements of good faith, is grossly disproportionate to the customer's interest in the fulfillment of the purchase contract. In such cases, CARPHUNTER&CO shall immediately inform the customer that delivery will not take place and shall immediately refund any payments already made.

3.5 Right of withdrawal in the event of two unsuccessful delivery attempts:

Should delivery of the goods fail despite two attempts, the purchase contract shall be deemed automatically terminated by rescission. In such cases, CARPHUNTER&CO shall immediately inform the customer that delivery will no longer take place and shall immediately refund any payments already made. If the customer is in default of acceptance, CARPHUNTER&CO shall be entitled to claim damages incurred by it, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased item shall also pass to the customer at the time at which the customer is in default of acceptance.

3.6 Possibility of reducing the scope of delivery in the event of delays in delivery:

CARPHUNTER&CO shall be entitled to limit the deliveries and other services, including regionally, and to distribute the available quantities among the customers at its reasonable discretion if the supplier is prevented from delivering for more than one week. If the delay in delivery or performance due to one of the aforementioned delays is demonstrably unreasonable for CARPHUNTER&CO, it may withdraw from the contract after the expiry of a reasonable grace period.

§ 4 Right of withdrawal and revocation

4.1 Right of withdrawal

The information on the requirements and consequences of the right of withdrawal are set out in the following withdrawal policy:

Cancellation policy

Cancellation policy

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You have the right to withdraw from this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods.

To exercise your right of withdrawal, you must inform us

Carphunter&Co Shop

Liebochstrasse 8

8143 Dobl

Phone: +43 3136 61 878

E-mail: office@carphunterco.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we will refund all payments we have received from you, including delivery costs (with the exception of any additional costs resulting from the fact that you have chosen a different delivery method).

costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest. You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the fourteen-day period.

You shall bear the direct costs of returning the goods.

For goods that cannot be returned normally by post due to their nature, these costs amount to 12.90 EUR.

You are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Exceptions to the right of withdrawal (no withdrawal):

"The consumer has no right of withdrawal for contracts for:

- Goods whose price depends on fluctuations in the financial market over which the trader has no control and which may occur within the withdrawal period,
 - goods that are manufactured according to customer specifications or are clearly tailored to personal needs,
 - goods that can spoil quickly or whose expiration date would be quickly exceeded,
 - Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery,
 - goods which, due to their nature, have been inseparably mixed with other goods after delivery
 - alcoholic beverages, the price of which was agreed when the contract was concluded, but which cannot be delivered earlier than 30 days after conclusion of the contract and the current value of which depends on fluctuations in the market over which the trader has no influence,
 - sound or video recordings or computer software delivered in a sealed package, provided that the seal has been removed
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after delivery,

- newspapers, periodicals or magazines with the exception of subscription contracts for the delivery of such publications

END OF THE WITHDRAWAL POLICY

4.2 Exceptions to the right of withdrawal:

The consumer has no right of withdrawal in the case of distance or off-premises contracts for

- Goods whose price depends on fluctuations in the financial market over which the trader has no influence and which may occur within the withdrawal period,
- goods that are manufactured according to customer specifications or are clearly tailored to personal needs,
- goods that can spoil quickly or whose expiration date would be quickly exceeded,
- Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery,
- goods which, due to their nature, have been inseparably mixed with other goods after delivery
- alcoholic beverages, the price of which was agreed when the contract was concluded, but which cannot be delivered earlier than 30 days after conclusion of the contract and the current value of which depends on fluctuations in the market over which the trader has no influence,
- sound or video recordings or computer software delivered in a sealed package, provided that the seal has been removed after delivery,
- newspapers, periodicals or magazines with the exception of subscription contracts for the delivery of such publications,

§ 5 Validity of prices and shipping costs

5.1 Validity of the prices:

The prices stated in the online store ("www.carphunterco.com") are final prices and include statutory VAT and any other taxes to be levied. CARPHUNTER&CO shall be entitled to charge the prices valid on the day of delivery or to withdraw from the contract if the customer refuses to do so. All ancillary costs such as costs for packaging, shipping, transportation, transport insurance, disposal, etc. shall be borne by the customer.

5.2 Shipping costs:

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For deliveries within the Republic of Austria, the Federal Republic of Germany and countries of the EU, shipping costs are charged depending on the total weight, the total order value (incl. VAT) and the goods to be transported or in the form of a lump sum. The applicable method of calculating shipping costs can be found on the pages of the online store ("www.carphunterco.com") under the heading "Shipping costs". The amount of the shipping costs or the share of the shipping costs is displayed during the ordering process.

5.3 Additional services:

Prices quoted in the online store ("www.carphunterco.com") do not include any additional services such as commissioning, training or other services.

§ 6 Payment

6.1 Method of payment:

Payment shall be made using the options available in the online store ("www.carphunterco.com"). The agreed settlement currency is exclusively the euro. You can choose to pay by prepayment, Paypal or sortüberweisung.de. CARPHUNTER&CO reserves the right to withhold deliveries and/or services until full payment has been made in the event of late payment.

6.2 Due date:

Depending on the payment method selected in the online store ("www.carphunterco.com"), the purchase price is

- "Prepayment" is due within 3 working days from the date of the online order,
- "Online Clearing Services" (e.g. PayPal, sofortüberweisung.de.) is due immediately (at the time of the online order).

6.3 Foreign bank transfers:

For money transfers to or from accounts abroad, the customer shall bear the full amount of any charges claimed by the transferring or receiving financial institution.

6.4 Interest on arrears:

If the customer is in default of payment, CARPHUNTER&CO shall be entitled to charge interest in the amount of the credit costs to be paid by CARPHUNTER&CO itself, but at least 5% p.a. above the current EURIBOR rate. above the current EURIBOR interest rate. CARPHUNTER&CO reserves the right to claim further damages.

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6.5 Exclusion of set-off:

Offsetting against CARPHUNTER&CO is generally excluded. This shall not apply if the set-off is made against an undisputed or legally established claim or a claim recognized by CARPHUNTER&CO.

6.6 Limitation of a right of retention to the specific contractual relationship:

The exercise of a right of retention against CARPHUNTER&CO may only be based on claims arising from the same contractual relationship.

6.7 Limitation of the amount of a right of retention:

The exercise of a right of retention by the customer due to a defect shall in any case be limited to that part of the amount owed to CARPHUNTER&CO, the retention of which, taking into account the costs of remedying the alleged defect, is in reasonable proportion to the total amount still owed to CARPHUNTER&CO.

§ 7 Delivery, transfer of risk and place of performance

7.1 Transfer of risk:

Deliveries by CARPHUNTER&CO shall be made for the account and at the risk of the customer.

7.2 Place of performance:

The place of performance shall be the registered office of CARPHUNTER&CO . The risk of accidental loss of goods shall pass to the customer when the goods leave CARPHUNTER&CO's warehouse.

7.3 Regional restriction:

Deliveries shall be made to the delivery address specified by the customer, but only within the European Union; in general, CARPHUNTER&CO delivers worldwide. Shipping conditions and costs for deliveries to non-EU countries must be requested separately by e-mail(office@carphunterco.com)(e.g. Switzerland, Russia).

7.4 Storage:

Storage measures and storage costs that become necessary for reasons that lie within the sphere of the customer shall be borne by and at the expense of the customer.

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7.5 Refusal of acceptance:

If the customer refuses to accept goods sent to it, CARPHUNTER&CO shall not be obliged to resend the goods. However, CARPHUNTER&CO shall be entitled to charge a lump sum for the expenses incurred or, in the event of non-collection of the goods within 14 days after withdrawal from the contract by the customer, 15% of the gross invoice amount, without having to prove the amount of the damage actually incurred (the right to assert further claims for damages is expressly reserved).

§ 8 Retention of title

8.1 Retention of title as such:

CARPHUNTER&CO shall retain title, rights of use and other rights to the goods sold until full payment of all claims arising from the underlying business relationship with the customer.

8.2 Value retention:

The customer shall be obliged to treat the purchased item with care; in particular, the customer shall be obliged to insure it adequately at its own expense against fire, water and theft at replacement value.

8.3 Seizure and duty to inform:

The customer is not entitled to pledge the goods delivered under retention of title. In the event of seizure and other interventions by third parties, the customer shall expressly inform the third party of CARPHUNTER&CO's rights without delay and notify CARPHUNTER&CO thereof in writing without delay.

8.4 Transferred claim in the event of processing:

In the event that the goods subject to retention of title are processed by combining them with other goods to form a single new item, the customer hereby assigns in advance its title to the new item to CARPHUNTER&CO in the ratio of the value of the goods subject to retention of title to the other processed goods.

8.5 Continuation of the retention of title:

The retention of title shall continue to exist until CARPHUNTER&CO's claims have been satisfied in full, even if some of CARPHUNTER&CO's claims are included in current invoices, balances are made here and/or acknowledgments are issued.

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8.6 Release of retention of title in the event of overcollateralization:

CARPHUNTER&CO shall be obliged to release existing securities by way of retention of title at its discretion insofar as their value exceeds the claims to be secured by more than 20% in total.

§ 9 Warranty

9.1 Duty of notification:

The customer shall inspect the goods immediately after delivery by CARPHUNTER&CO and, if a defect becomes apparent, shall notify CARPHUNTER&CO thereof in writing without delay. If the customer fails to notify CARPHUNTER&CO, the goods shall be deemed to have been accepted in good order, unless the defect was not recognizable upon inspection. If such a defect is discovered later, the notification must be made immediately after discovery; otherwise the goods shall also be deemed to be in order with regard to this defect. If the customer is a consumer, the period for asserting claims for defects is 2 years from delivery. If a claim is made within the first six months after delivery, the existence of a defect at the time of delivery shall be legally presumed; if a claim is made later, the customer shall be obliged to prove that the defect already existed at the time of delivery. In the event of a justified notification of defects, CARPHUNTER&CO shall be given the opportunity to improve the goods or make a subsequent delivery. Conversion and price reduction shall only be permissible after failed rectification or replacement delivery. All claims for damages and warranty claims shall lapse if the goods delivered by CARPHUNTER&CO have been modified or repaired in any other way.

9.2 Warranty by defect-free replacement or professional repair:

CARPHUNTER&CO shall replace a product already defective at the time of delivery (warranty case) with an equivalent defect-free product or have it professionally repaired. Insofar as CARPHUNTER&CO is responsible for a defect in the purchased item, CARPHUNTER&CO shall be obliged to repair or replace the item at its discretion. Any freight costs required for the transportation of the goods to CARPHUNTER&CO shall be borne by the customer.

9.3 Note on the negative delimitation of warranty cases:

The customer acknowledges that there is no warranty case if the product had the agreed quality at the time of transfer of risk. In particular, a warranty case does not exist in the following cases:

- in the case of damage caused to the customer by misuse or improper use,
- in the event of damage caused by the customer's exposure of the products to harmful external influences, in particular extreme temperatures, moisture, exceptional physical or electrical stress, voltage fluctuations, lightning, static electricity, fire, etc.),

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- in the event of damage caused by faulty installation by the customer or by third parties commissioned by the customer, operating errors, interference with or modification of the products by the customer or unauthorized third parties, or external influences on the products,
- damage due to use other than normal use.

Furthermore, CARPHUNTER&CO shall not be liable for defects caused by improper repair by a service partner not authorized by the manufacturer.

9.4 Disproportionate expense of the desired form of subsequent performance:

If the type of subsequent performance requested by the customer (replacement of the product or repair) requires an effort which, in view of the product price and taking into account the content of the contract and the requirements of good faith, is grossly disproportionate to the customer's interest in performance. The customer's claim shall be limited to the respective other type of subsequent performance if the product price is grossly disproportionate to the customer's interest in performance, taking into account in particular the value of the object of purchase in defect-free condition, the significance of the defect and the question of whether the other type of subsequent performance can be resorted to without significant disadvantages for the customer. CARPHUNTER&CO's right to refuse this other type of subsequent performance under the aforementioned condition shall remain unaffected.

9.5 Reimbursement of costs:

If the purchased item is not defective or does not have a defect for which we are responsible, CARPHUNTER&CO shall be entitled to charge the customer the inspection and freight costs for this.

9.6 Manufacturer's warranty:

The above obligations in relation to CARPHUNTER&CO shall not be extended or amended by any guarantee granted by the manufacturer.

§ 10 Limitation period

The following provisions shall not apply to claims of the customer for damages in cases of culpable injury to life, body or health or in cases of grossly negligent or intentional breach of duty by CARPHUNTER&CO, its representatives or vicarious agents. Furthermore, the following provisions shall not apply in the event of a claim against CARPHUNTER&CO on the basis of the Product Liability Act.

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10.1 Limitation of the limitation period to one year:

For the limitation of warranty claims for defects against CARPHUNTER&CO, the statutory limitation periods shall be reduced to 1 year, unless the exceptions stated in sections 2. and 3. below apply. The respective statutory provisions shall apply to the commencement of the limitation period.

10.2 Special regulation for consumers:

In the event that a contract is concluded with a consumer within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz), the limitation period for claims against CARPHUNTER&CO due to defects shall be limited to 2 years instead of the aforementioned provision in clause 1. In this case, too, the statutory provisions on the commencement of the respective limitation period shall apply.

10.3 Exclusion of the present limitation of the statute of limitations in the event of fraudulent intent or warranty:

The shortening of the limitation period in accordance with the aforementioned provisions shall not apply in the event of fraudulent concealment of a defect by CARPHUNTER&CO or in the event of a guarantee by CARPHUNTER&CO for the quality of its services.

10.4 Manufacturer's warranty:

Any guarantee granted by the manufacturer shall not extend the limitation period in accordance with the above provisions.

§ 11 Warranted characteristics and guarantees

11.1 No liability for brochure material:

Brochure material provided by CARPHUNTER&CO is a non-binding description of the respective products and does not constitute any warranted characteristics or guarantees.

11.2 Exclusion of warranty promises by CARPHUNTER&CO :

As a matter of principle, CARPHUNTER&CO does not give any guarantees unless expressly stated as such.

11.3 Transfer of claims based on possible guarantee commitments by third parties:

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However, CARPHUNTER&CO shall be prepared, should the customer be of the opinion that assurances given by the manufacturer or supplier to CARPHUNTER&CO are to be assessed as a guarantee or promise of a warranted characteristic, to transfer to the customer the claims alleged in this respect against the supplier or manufacturer concurrently with payment of the costs possibly incurred by CARPHUNTER&CO in this respect. the manufacturer, concurrently against payment of any remuneration claims retained or withheld by the customer in this respect.

§ 12 Liability and compensation

12.1 Exclusion in the absence of fault:

Claims for damages against CARPHUNTER&CO shall be excluded unless they are attributable to culpable breach of duty by CARPHUNTER&CO , its legal representatives or vicarious agents.

12.2 Limited exclusion of liability for simple negligence:

Claims for damages against CARPHUNTER&CO due to negligence shall also be excluded unless they relate to injury to life, limb, health or material contractual obligations and, in other cases, unless the damage is attributable to negligence. Furthermore, the damages are not attributable to a grossly negligent or intentional breach of duty by CARPHUNTER&CO, its legal representatives or its vicarious agents.

12.3 Liability for breach of material contractual obligations:

If CARPHUNTER&CO breaches material contractual obligations, CARPHUNTER&CO shall also be liable for simple negligence, but only for the foreseeable and typically occurring damage which CARPHUNTER&CO had to expect at the time of conclusion of the contract due to the circumstances known to CARPHUNTER&CO at that time.

12.4 Liability in the event of fraudulent intent or guarantee or on the basis of the Product Liability Act:

CARPHUNTER&CO's liability for fraudulent misrepresentation or concealment, as well as in the event of CARPHUNTER&CO assuming a guarantee for the quality of its goods, as well as in the event of a claim against CARPHUNTER&CO on the basis of the Product Liability Act, shall remain unaffected by the above limitations.

12.5 Liability in tort:

In the event of CARPHUNTER&CO's liability in tort, the limitations set out in sections 12.1. to 12.4. above shall also apply mutatis mutandis.

12.6 Manufacturer's warranty:

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A manufacturer's guarantee is a guarantee of the manufacturer and does not constitute an assumption of a guarantee by CARPHUNTER&CO.

§ 13 Applicable law, place of jurisdiction and export

13.1 Austrian law shall apply exclusively:

It is hereby agreed that the law of the Republic of Austria shall apply exclusively to the contractual relationship and its execution. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.2 General agreement on jurisdiction:

The place of jurisdiction shall be the registered office of CARPHUNTER&CO if the customer has no general place of business or domicile in Austria, or if the customer moves its domicile or usual place of residence outside the Republic of Austria after conclusion of the contract, or if its domicile or usual place of residence is not known at the time the action is filed.

13.3 Agreements on the place of jurisdiction for certain customers:

Notwithstanding the restrictions set out in clause 2 above, the place of jurisdiction shall in any case be the registered office of CARPHUNTER&CO if the customer is a merchant, a legal entity under public law or a special fund under public law.

13.4 Export:

Insofar as the services of CARPHUNTER&CO are subject to Austrian or other national or international export control regulations, the customer hereby assures to fully comply with these regulations in the event of the export or re-export of services received from CARPHUNTER&CO. CARPHUNTER&CO shall be entitled to refuse performance of a contract if the above regulations would be violated as a result.

§ 14 Data protection

Please refer to our comprehensive data protection declaration under the menu item "Data protection declaration".

§ 15 Duty to provide information

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The customer is obliged to provide truthful information when placing an order. If the customer's data changes, in particular name, address and e-mail address, the customer shall be obliged to notify CARPHUNTER&CO of the changes immediately by e-mail to office@carphunterco.com or, in the case of registered customers (customer account), by changing the details in the customer area of the online store ("www.carphunterco.com"). If the user fails to provide this information or provides incorrect data from the outset, in particular an incorrect e-mail address, CARPHUNTER&CO may withdraw from the contract at any time insofar as a contract has been concluded. Withdrawal shall be declared in writing. The written form requirement shall also be met by sending an e-mail. The incorrectness of the information shall be assumed if an e-mail message sent to the user is returned three times in succession or the service cannot be provided due to an incorrect address.

§ 16 Exclusion of liability for external links

In its online store ("www.carphunterco.com"), CARPHUNTER&CO may provide links to other sites on the Internet. The following applies to all these links: CARPHUNTER&CO expressly declares that it has no influence whatsoever on the design and content of the linked pages. Therefore, CARPHUNTER&CO hereby expressly distances itself from all contents of linked third-party sites on "www.carphunterco.com" and does not adopt these contents as its own. This declaration applies to all links displayed and to all content of the pages to which links lead.

§ 17 Invalidity of individual provisions and loopholes

17.1 Preservation of the contractual relationship:

Should one of the present provisions be or become invalid in whole or in part or should there be a loophole, the underlying contractual relationship, as well as the remaining provisions of these Terms and Conditions, shall remain unaffected in their validity.

17.2 Severability clause:

In the event of an invalid provision or a loophole in the underlying contractual relationship or these Terms and Conditions, it is agreed that the relevant statutory provision shall apply insofar as this sufficiently clarifies the need for regulation in the area in question. Otherwise, the parties agree to replace the invalid provision or loophole with a valid provision that comes as close as possible to the intended economic meaning of the invalid provision or loophole.
