This document describes all of the activities of Industrypart GmbH company, Robert-Bosch-Strasse 33 a, 64625, Bensheim, AG Mannheim, HRB 729817 (hereinafter - Industrypart GmbH / supplier), based on the attached General Terms and Conditions (hereinafter GTC), which are brought to all customers of Industrypart GmbH notice (hereinafter referred to as the customer / buyer).

§ 1 Range of use

(1) These GTC apply only in relation to sales. Additions to them are possible only with the written consent of the supplier.

(2) GTC data is the basis of each contract. They become an integral part of the contract. These terms also apply to all future transactions with the relevant customer.

§ 2 Order

(1) The order (contractual offer) is carried out by the customer via the Internet, by phone, by e-mail or at the highest rate of the online auction. This is confirmed by us by email, telephone or in written form.

(2) The contract information and contract texts underlying the above mentioned sales contract are not stored on the Internet platform after the conclusion of the contract. Customers are responsible for archiving the above-mentioned information. Supplier does not store or provide access to the texts of the contracts.

§ 3 Prices and payment

(1) In the absence of additional agreements, the price of goods does not include packaging. Packing cost is charged separately.

(2) Discount is possible only if there is an additional written agreement to the contract.

(3) Prices in the online store are excluding VAT. The price of online auctions does not include VAT.

(4) In the absence of additional agreements, full payment of the purchase must be made at the time of order. In case of late payment, a penalty will be charged in the amount of the Deutsche Bundesbank discount rate plus 5%. We reserve the right to increase the amount of penalties.

§ 4 WITHDRAWAL RULES

Consumers have the right to terminate the contract concluded with Industrypart GmbH within fourteen days without giving any reason, from the moment when the consumer or a third party ordered the product on the Internet platform and paid for it.

To exercise the right of withdrawal, the consumer must notify the Industrypart GmbH, Robert-Bosch-Straße 33 a, 64625, Bensheim, telephone: +49 621 4804809, fax: +49 621 4804970, E-Mail: info@industrypart.com) by a unique Statement (for example, a letter or e-mail sent by mail) about its decision to withdraw from this contract. To comply with the withdrawal terms, it is enough for the consumer to send a notice of cancellation of the transaction before the expiration of the period of 14 days after placing the order.

If there is a customer specification for the product, order cancellation becomes impossible. The specification is necessary in the production (modification) of goods at the request of the client. In this case, the sign of production according to the individual specification by the buyer is decisive, since this product cannot be sold to other customers.

Consequences of withdrawal: if the consumer cancels the contract, Industrypart GmbH shall refund all payments received from the consumer immediately and no later than within fourteen days from the date of receipt of the notice of cancellation of this contract. This refund will be made using the same payment methods used in the original transaction, unless otherwise was agreed with the consumer.

In case of withdrawal, the consumer bears the cost of returning the goods.

§ 5 Estimated delivery time

(1) Timely fulfillment of delivery obligations implies full fulfillment of contractual obligations by the client.

(2) In case when the client fails to fulfill the contract obligations, we reserve the right to recover damage caused, including any additional costs. In case of non-fulfillment of delivery obligations by the client, the risks of loss or accidental damage to the goods pass to the Buyer at the time of failed delivery of the goods.

§ 6 Risk transfer

(1) The buyer is responsible for the risks of accidental loss or accidental damage from the time of dispatch of the goods, regardless of the place of shipment.

§ 7 Retention of title

(1) We reserve ownership of the delivered goods until full payment of all obligations under the delivery contract. We have the right to return the goods in case of violation of the customer's contractual obligations. Return of the goods is not a withdrawal from the contract unless agreed in written form.

(2) The buyer has the right to resell the reserved goods in the course of its activities. The purchaser hereby assigns to us the customer's claims for the sale of the reserved goods in an amount equal to the final invoice amount agreed with us (including value added tax). This rule applies regardless of whether the purchased item was resold without or after modification. The customer remains authorized to receive the claim even after resale. Until full payment of the goods, our ownership of the goods remains unchanged.

(3) The client is obliged to inform us on request about the location and condition of the delivered goods and allow us to inspect them. In case of non-payment or partial payment by the buyer of the goods belonging to us, we have the right to demand its return delivery. If the goods are returned, the depreciation or repair price is adjusted.

§ 8 Warranty

(1) The client is obliged to inspect the goods immediately for receipt for damage during transportation and notify the shipping company if there is damage. After this, claims are not accepted.

(2) The warranty period for a new product is 12 months from the date of delivery of the goods, unless an additional written guarantee agreement was made.

(3) The repayment period for new goods is 14 days from the date of dispatch if other terms are not agreed.

(4) Sale / auction of used untested goods (special items) is carried out without any guarantees. Products that are marketed as “without verification, without / without a functional guarantee” are special products, the functionality and completeness of which wasn’t tested. Warranty does not cover such products.

(5) Products with traces of use or components of the goods cannot be exchanged.

(6) In the absence of a request for a refund on our part, all returns are not accepted.

(7) All parts that turn out defective as a result of circumstances prior to the transfer of risk must be repaired or re-delivered free of charge at the request of the supplier. The detection of defects must be immediately reported to the supplier in writing. Replaced parts become the property of the supplier.

(8) The customer, after consultation with the supplier, must provide the necessary time and opportunity to perform all the necessary work; otherwise, the supplier is released from liability for consequences. The customer has the right to eliminate the defect on his own or with the help of a third party and to demand compensation from the supplier for necessary expenses only in urgent cases when it compromises operational safety or prevents disproportionately large losses, of which the supplier should be immediately notified.

(9) During repair or replacement, we estimate the cost of the work - the cost of replacing the part, removing, installing and transporting it within the European economic area. Repair costs are limited to the cost of the customer's order.

 (10) Liability for defects caused by normal wear and tear or improper use or lack of maintenance by the customer is excluded. In particular, no guarantees are provided in the following cases: misuse or improper use of the goods, improper installation or operation by the customer or third parties, normal wear and tear, improper maintenance, improper equipment, improper grounding, chemical, electrochemical or electrical effects - if the event did not occur in the area of our responsibility. In this case, the company is not responsible for the consequences. The same applies to modifications in the product, made without our prior consent.

§ 9 [Return Authorization](https://www.multitran.com/m.exe?s=return%20authorization&l1=1&l2=2)

(1) You have the right to refuse your order at any time, up to and including the delivery and packaging of goods in our home, unless otherwise agreed in written form. Justification of resignation is not required. If you wish to cancel your order, please send an email to info@industrypart.com, specifying your name and product. In case of prepayment, you will be refunded the amount paid (see Refund). The statutory rights of cancellation of iSd § 13 BGB are not limited.

(2) The right of return cannot be applied to packaged goods (software for all media types, ink, toner, etc.) If the packaging has been opened or damaged. In particular, non-refundable products that have been created, modified, repaired, etc. upon customer's request. Similarly, user software, hardware, and services are excluded from this policy. It should be noted that the software and hardware should always be returned in full.

(3) Only undamaged items with the intact package can be returned. In case of signs of use (e.g. dirt, damage, damaged commercial packaging, damaged documentation, incomplete returns) we reserve the right to claim compensation. In this case, we may require full payment for the goods.

(4) We require compensation, in particular, for processors, memory modules, hard drives and other elements of the PC, at least in the amount of reducing the market price, as this group of products is subject to rapid price changes, regardless of the use of the goods.

§ 10 General limitation of liability

(1) We are responsible for breach of contractual and non-contractual obligations, in particular, due to impossibility, delay, error in initiating a contract and a delict, as well as for our officials and other deputy agents - only in cases of deliberate actions and gross negligence, limited by the amount of damage defined in the contract.

(2) These restrictions do not apply in the case of a material breach of contractual obligations, in cases of mandatory liability in accordance with the law on product liability in case of damage to life and health, as well as in the case of deliberate concealment of defects. Contractual claims that the buyer may raise in connection with the delivery of the goods, shall expire one year after the date of delivery of the goods.

§ 11 Other

(1) All agreements and amendments to the contract are valid only if they are confirmed by us in written form. As far as it is possible, the place of performance of all deliveries and services is Bensheim.

(2) If the buyer is a merchant, legal entity or special fund, the place of jurisdiction is either Bensheim or a court having jurisdiction for the buyer in accordance with the provisions of the law. This also applies if the buyer has no jurisdiction in Germany at the time of the conclusion of the contract or if his place of work or place of residence is named after the conclusion of the contract or if his usual place of residence is unknown at the time of filing a lawsuit.

(3) Contractual relations are governed by German law, with the exception of those governed by the United Nations Convention on international trade (CISG).

(4) If one of the above mentioned provisions is or becomes ineffective or unenforceable, the remaining provisions remain in force. The parties hereby undertake to replace the ineffective or unenforceable position with a position as close as possible to the economic goal pursued by the ineffective or unrealizable position in a legally permissible manner. This also applies to cases where the above rules do not resolve the situation.

(5) The European Commission provides an online dispute resolution platform at http://ec.europa.eu/consumers/odr/. This platform serves as a point of contact for out-of-court settlement of disputes arising from online purchases or service contracts with the participation of the consumer.

(6) We hereby inform all customers that we do not wish or are not required in accordance with the Law on alternative dispute resolution for consumer Affairs (VSBG) engage or participate in a dispute settlement procedure in arbitration the consumer Council.

General terms of service, repair

§ 1 General

(1) The following conditions apply to all repair orders placed with the contractor, as well as preparatory work, such as inspections and budgeting. In case of warranty repair, they supplement the warranty conditions of the contractor.

§ 2 fulfillment

(1) For the first time, repair work is carried out centrally, in workshops and specialized workshops at fixed contractor rates. Fixed repair prices offered include materials (spare parts such as transistors, voltage regulating chips, and small parts) and labor costs, but not parts of the case, processors, kinescopes, connecting cables, linear transformers, displays or spare parts. The contract does not apply to equipment that has signs of unqualified repair or damaged during storage and transportation. If the error described by the client is not reproducible, a fixed fee will be charged in accordance with the current fare and transportation costs.

(2) Equipment to be repaired or inspected at the service center of the contractor in accordance with clause 1 shall be delivered and collected at the place of reception of the order at the risk of the contractor. (If the device is damaged due to our fault during transportation, we are responsible for this.) The price for equipment pickup is from 82 cents / km to 30 km, from 62 cents / km from 31 to 100 km. From 100 km - price is agreed.

(3) The rates established by law and, in the case of staying abroad, the food allowance for a particular country from the Federal law on travel expenses are used. We charge actual costs for overnight stays.

(4) In the case of repairing of the goods, the contractor shall also have the right to correct such faults as they are found during the repair and which are required to be repaired for operational safety, unless the order is limited to the elimination of a specific fault or the amount of costs.

(5) If special spare parts are required that cannot be purchased on the market, the repair will be terminated and the device (s) will be returned. In this case, the customer bears the shipping costs. If our technical specialists determine that the estimated cost of the repair may exceed the full price, an estimate will be made showing the expected repair costs.

(6) If the estimate is not agreed within 14 days, we consider the estimate agreed. Then we repair the device and deliver it.

(7) Our offers don’t have a binding force.

(8) The mandatory period for our offers is 14 days from the date of the offer. When it comes to heavy parts, we can limit the offer for a certain period or increase the offer price. Orders are considered valid only if they are confirmed by us in written form.

(9) If the written notice differs from the order, it is considered a new offer that the customer can accept within one week. Then the contract will be based on our new offer.

(10) Complaints must be submitted in written form within one week. Damage during transportation must be reported to the contractor immediately in written form.

§ 3 Return, payment, delivery terms

(1) Return of repair goods occurs only after receiving a request for delivery. For new customers, delivery of goods / repaired goods is carried out exclusively after prepayment or cash on delivery. The penalty is calculated at the corresponding bank rates, but not less than 5% higher than the corresponding base interest rate of the European Central Bank. Prepayment is made only after receipt of order confirmation.

(2) The customer is obliged to pick up the product from the repair on the agreed date. Both contracting parties acknowledge that the repair fee is also a gratuitous storage contract.

If the repair is completed or the contract is not concluded, the product must be shipped or collected.

(3) Transfer / export must be completed within 4 weeks. If this is also not done within 4 weeks after the contractor requests the customer to do so, the contractor shall be entitled to compensation for the customer's failure to comply with the obligation to take custody.

(4) Upon expiration of 2 months after the expiration of the collection of the repaired goods, the contractor shall warn in written form about the return of the repaired goods with a notice period of one month. After this period, the contractor has the right to private use with maximum consideration for the interests of the client.

(5) After the repaired goods have been delivered and the sales tax has been paid, the contractor will use the proceeds to cover its costs. If the cost of repair and storage will exceed the cost of replacement - a replacement will be made and the excess costs will be returned to the customer.

§ 4 Delivery details

(1) Repair time, unless otherwise specified in written form, is 2-3 weeks.

(2) Delivery times and delivery times are extended when unforeseen obstacles such as force majeure, strikes and lockouts, as well as short-term unrecoverable breakdowns occur. This also applies to cases when circumstances arise from our suppliers. As soon as we become aware of such circumstances, we will try to inform our customers accordingly within a reasonable period of time.

§ 5 Warranty

(1) For repair and inspection work, the cost of which is calculated as well, and the cost of replacement of components, the contractor provides a guarantee for free replacement or repair for a period of 6 months.

(2) Each time the device is repaired, it will be equipped with a test seal. If the test seal is broken by the intervention of third parties - the warranty is void.

(3) The warranty is void if the product is not used properly (the device must be operated / connected according to the manufacturer's instructions).

§ 6 Damage claims

(1) Claims for damages in case of minor deviations from the contract are not accepted..

(2) Unless expressly stated otherwise, claims for damages to the consumer are not accepted, namely damages that were not caused to the product itself, and also claims for damages such as loss of a client, loss of income, operational losses or costs associated with stopping business processes.

(3) We are responsible for the accuracy of the information used in the order, as our conclusions are based on the accuracy of the data provided by the client. We provide information about products within our competence. However, this does not release the user from liability for the correctness of its operation, which are not directly specified by us in written form. Warranty is active only when the product is used correctly and proper.

(4) In any case, the owner or operator is responsible if it is a person who does not belong to our staff, improper maintenance or similar service. This disclaimer does not apply in case of intent or gross negligence. If the liability is due to an internal reason of the company, it is in any case limited to the compensation of our insurer.

(5) Otherwise, we assume that the client or client has the necessary professionally qualified personnel to manage the delivery volume.

§ 7 Other

 (1) All agreements and amendments to the contract are valid only if they are confirmed by us in written form. Customer's claims under the contract cannot be transferred without our consent. As far as it is possible, the place of performance of all deliveries and services is Bensheim.

 (2) If the buyer is a merchant, legal entity or special fund, the place of jurisdiction is either Bensheim or a court having jurisdiction for the buyer in accordance with the provisions of the law. This also applies if the buyer has no jurisdiction in Germany at the time of the conclusion of the contract or if his place of work or place of residence is named after the conclusion of the contract or if his usual place of residence is unknown at the time of filing a lawsuit

(3) Contractual relations are governed by German law, with the exception of those governed by the United Nations Convention on international trade (CISG).

(4) If one of the above mentioned provisions is or becomes ineffective or unenforceable, the remaining provisions remain in force. The parties hereby undertake to replace the ineffective or unenforceable position with a position as close as possible to the economic goal pursued by the ineffective or unrealizable position in a legally permissible manner. This also applies if the above rules contain gapes.