

## **General Terms and Conditions Fuhler Trading**

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### **Article 1 – Definitions**

In these conditions, the following definitions apply:

1. **Withdrawal period:** the period within which the consumer can exercise their right of withdrawal;
2. **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Long-term contract:** a distance contract for a series of products and/or services where the delivery and/or purchase obligation is spread over a certain period;
5. **Durable medium:** any means that enables the consumer or entrepreneur to store information addressed to them personally in a way that it can be consulted in the future and reproduced unchanged;
6. **Right of withdrawal:** the consumer's option to withdraw from the distance contract within the withdrawal period;
7. **Model withdrawal form:** the form provided by the entrepreneur that the consumer can fill out if they wish to exercise their right of withdrawal;
8. **Entrepreneur:** the natural or legal person who offers products and/or services to consumers at a distance;
9. **Distance contract:** a contract in which, within the framework of a system organized by the entrepreneur for the distance sale of products and/or

- services, only one or more means of distance communication are used up to the conclusion of the contract;
10. **Distance communication technology:** a means that can be used to conclude a contract without the consumer and entrepreneur being in the same room at the same time;
  11. **General Terms and Conditions:** these General Terms and Conditions of the entrepreneur.

## **Article 2 – Identity of the entrepreneur**

Fuhler Trading

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## **Article 3 – Applicability**

- These General Terms and Conditions apply to every offer made by the entrepreneur and to every distance contract concluded and every order placed between the entrepreneur and the consumer.
- Before the distance contract is concluded, the text of these General Terms and Conditions will be made available to the consumer. If this is not reasonably possible, it will be pointed out before the distance contract is concluded that the General Terms and Conditions can be viewed at the entrepreneur's premises and will be sent free of charge as soon as possible at the consumer's request.
- If the distance contract is concluded electronically, the text of these General Terms and Conditions can be made available to the consumer electronically in such a way that they can easily store it on a durable data carrier. If this is not reasonably possible, it will be indicated before the contract is concluded where the General Terms and Conditions can be viewed electronically and that they will be sent free of charge electronically or by other means at the consumer's request.
- If specific product or service conditions apply in addition to these General Terms and Conditions, the second and third paragraphs apply accordingly, and the consumer can always invoke the provision most favorable to them in the event of conflicting conditions.
- If one or more provisions of these General Terms and Conditions are at any time wholly or partially invalid or void, the contract and these conditions

remain in force otherwise, and the provision in question will be replaced by mutual agreement without delay by a provision that comes as close as possible to the purpose of the original provision.

- Situations not regulated in these General Terms and Conditions are to be assessed according to the spirit of these conditions.
- Any ambiguities regarding the interpretation or content of one or more provisions of these General Terms and Conditions are to be interpreted according to the spirit of these conditions.

#### **Article 4 – The offer**

- If an offer has a limited validity period or is made subject to conditions, this is expressly stated in the offer.
- The offer is non-binding. The entrepreneur is entitled to change and adapt the offer.
- The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a reasonable assessment of the offer by the consumer.
- If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious errors or mistakes in the offer are not binding on the entrepreneur.
- All images, specifications and data in the offer are indicative and cannot give cause for a claim for damages or termination of the contract.
- Images of products are a true representation of the products offered. However, the entrepreneur cannot guarantee that the colors displayed correspond exactly to the actual colors of the products.
- Each offer contains information so that it is clear to the consumer what rights and obligations are associated with accepting the offer. This concerns in particular:
  - the possible other languages in which the contract can be concluded in addition to German;
  - the codes of conduct to which the entrepreneur has submitted and how the consumer can view these codes of conduct electronically;
  - the minimum duration of the distance contract in the case of a long-term contract.

#### **Article 5 – The contract**

- The contract is concluded, subject to the provisions in paragraph 4, at the time the consumer accepts the offer and fulfills the conditions set therein.
- If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as

receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the contract.

- If the contract is concluded electronically, the entrepreneur takes appropriate technical and organizational measures to secure electronic data transmission and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
- The entrepreneur can – within the legal framework – inform themselves whether the consumer can meet their payment obligations, as well as all facts and factors that are important for responsibly entering into the distance contract. If the entrepreneur has justified reasons based on this investigation not to conclude the contract, they are entitled to refuse an order or request with justification or to set special conditions for execution.
- The entrepreneur will provide the consumer with the following information in writing or in a way that enables the consumer to store it on a durable data carrier in an accessible way with the product or service:
  6. the visit address of the company where the consumer can submit complaints;
  7. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear message that the right of withdrawal is excluded;
  8. information on guarantees and existing services after the purchase;
  9. the information contained in Article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the contract;
  10. the requirements for terminating the contract if the contract lasts longer than a year or is for an indefinite period.
  11. In the case of a continuing performance contract, the provision of the previous paragraph only applies to the first delivery.
- Each contract is concluded subject to the suspensive condition of sufficient stock of the relevant products.
  - **Article 6 – Right of withdrawal**  
For delivery of products:
- When purchasing products, the consumer has the option to withdraw from the contract without giving reasons within 14 days. This cooling-off period begins on the day after receipt of the product by the consumer or a representative designated by the consumer and known to the entrepreneur.
- During the cooling-off period, the consumer will handle the product and the packaging with care. They will only unpack or use the product to the extent necessary to assess whether they want to keep the product. If they exercise their right of withdrawal, they must return the product with all delivered accessories and – as far as possible – in the original condition and original packaging to the entrepreneur, in accordance with the clear and reasonable instructions provided by the entrepreneur.
- If the consumer wishes to exercise their right of withdrawal, they must inform the entrepreneur within 14 days of receipt of the product. The consumer must make this notification using the model form. After the consumer has communicated that they

- wish to exercise their right of withdrawal, they must return the product within 14 days. The consumer must prove that the delivered goods were returned on time, for example by providing proof of shipment.
- If the consumer has not communicated that they wish to exercise their right of withdrawal or has not returned the product to the entrepreneur after the periods mentioned in paragraphs 2 and 3 have expired, the purchase is binding.
    - For delivery of services:
      - 5. For delivery of services, the consumer has the option to withdraw from the contract without giving reasons within at least 14 days, starting from the day of the conclusion of the contract.
      - 6. To exercise their right of withdrawal, the consumer must follow the clear and reasonable instructions provided by the entrepreneur in the offer and/or at the latest upon delivery.
    - **Article 7 – Costs in case of withdrawal**
  - If the consumer exercises their right of withdrawal, they will bear a maximum of the costs of the return shipment.
  - If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days of the withdrawal. However, a condition is that the product has already been received back by the entrepreneur or valid proof of complete return can be provided.
    - **Article 8 – Exclusion of the right of withdrawal**
      - The entrepreneur can exclude the consumer's right of withdrawal for products according to paragraphs 2 and 3. The exclusion of the right of withdrawal is only possible if the entrepreneur has clearly stated this in the offer, or at least in good time before the conclusion of the contract.
      - Exclusion of the right of withdrawal is only possible for products:
        - that have been manufactured by the entrepreneur according to the consumer's specifications;
        - that are clearly personal in nature;
        - that cannot be returned due to their nature;
        - that can spoil or decay quickly;
        - whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence;
        - for individual newspapers and magazines;
        - for audio and video recordings and computer software if the consumer has broken the seal;
        - for hygiene products if the consumer has broken the seal.
          - • Exclusion of the right of withdrawal is only possible for services:
            - that concern accommodation, transport, catering or leisure activities to be provided on a specific date or during a specific period;
            - whose delivery has begun with the consumer's express consent before the cooling-off period has expired;
            - that concern betting and lotteries.

## **Article 9 – The price**

- During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
- Deviating from the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the indication that any prices stated are target prices will be stated in the offer.
- Price increases within 3 months after the conclusion of the contract are only permitted if they result from statutory regulations or provisions.
- Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has agreed this and:
  1. they are based on statutory regulations or provisions; or
  2. the consumer has the right to terminate the contract with effect from the day the price change takes effect.
    - The prices for products or services mentioned in the offer include VAT.
    - All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the event of printing and typing errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

## **Article 10 – Conformity and guarantee**

- The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of quality and/or usability and the statutory provisions and/or government regulations existing at the time the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
- A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the contract.
- Defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Returning the products must be done in the original packaging and in new condition.
- A guarantee only applies if it has been agreed in writing by the entrepreneur and the consumer.
- The entrepreneur's guarantee period corresponds to the manufacturer's guarantee period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for the absence of declarations of conformity and/or certificates or any advice on the use or application of the products.
- The guarantee does not apply if:
  1. The consumer has repaired and/or processed the delivered products themselves or has had them repaired and/or processed by third parties;
  2. The delivered products have been exposed to abnormal conditions or have otherwise been handled improperly or in violation of the instructions of the entrepreneur and/or the packaging;
  3. The defects result wholly or partially from government regulations regarding the nature or quality of the materials used.

## **Article 11 – Delivery and execution**

- The entrepreneur will exercise the greatest possible care when accepting and executing orders for products and when assessing requests for the provision of services.
- The address communicated to the company by the consumer counts as the delivery address.
- Taking into account the provisions stated in paragraph 4 of this article, the company will execute accepted orders with due speed, but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed or if an order cannot be carried out or can only be carried out partially, the consumer will be notified at the latest 30 days after placing the order. In this case, the consumer has the right to terminate the contract without cost. However, the consumer is not entitled to any compensation.
- All delivery times are non-binding. The consumer cannot derive any rights from any stated times. Exceeding a period does not entitle the consumer to compensation.
- In the event of termination in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after termination.
- If delivery of an ordered product is impossible, the entrepreneur will endeavor to provide a replacement product. At the latest upon delivery, it will be clearly communicated to the consumer that a replacement product is being delivered. The right of withdrawal cannot be excluded for replacement products. The costs of any return shipment are to be borne by the entrepreneur.
- The risk of damage and/or loss of products rests with the entrepreneur until delivery to the consumer or a representative designated by the consumer and known to the entrepreneur, unless expressly agreed otherwise.

## **Article 12 – Continuing performance contracts: duration, termination and renewal**

### **Termination**

- The consumer can terminate a contract concluded for an indefinite period which extends to the regular delivery of products (including electricity) or services at any time, subject to agreed termination rules and a notice period of no more than one month.
- The consumer can terminate a contract concluded for a fixed period which extends to the regular delivery of products (including electricity) or services at any time towards the end of the fixed period, subject to agreed termination rules and a notice period of no more than one month.
- The consumer can terminate the contracts mentioned in the previous paragraphs:
  1. at any time and not be limited to termination at a specific time or during a specific period;
  2. at least in the same way as the contract was concluded by them;
  3. at any time with the same notice period as the entrepreneur has established for themselves.

### **Renewal**

- A contract concluded for a fixed period which extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.
- Deviating from the previous paragraph, a contract concluded for a fixed period which extends to the regular delivery of daily, weekly and monthly newspapers and magazines may be tacitly extended for a maximum of three months if the consumer can terminate the extended contract towards the end of the extension with a notice period of no more than one month.

- A contract concluded for a fixed period which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer can terminate at any time with a notice period of no more than one month and a notice period of no more than three months applies if the contract extends to the regular, but less than once a month, delivery of daily, weekly and monthly newspapers and magazines.
- A contract with a limited duration for the regular delivery of daily, weekly and monthly newspapers and magazines (trial or introductory subscription) will not be tacitly continued and ends automatically after the trial or introductory period.

#### **Duration**

- If a contract has a duration of more than one year, the consumer can terminate the contract after one year at any time with a notice period of no more than one month, unless reasonableness and fairness argue against termination before the end of the agreed duration.

#### **Article 13 – Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period referred to in Article 6 paragraph 1. In the case of a contract for the provision of a service, this period starts after the consumer has received confirmation of the contract.
2. The consumer is obliged to immediately notify the entrepreneur of inaccuracies in provided or stated payment details.
3. In the event of default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer for the reasonable costs communicated beforehand.

#### **Article 14 – Complaint management**

1. The entrepreneur has a sufficiently publicized complaint procedure and handles the complaint in accordance with this procedure.
2. Complaints about the execution of the contract must be submitted fully and clearly to the entrepreneur within 7 days after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within 14 days with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If a complaint cannot be resolved through mutual agreement, a dispute arises that is subject to the dispute resolution procedure.
5. In case of complaints, the consumer should first turn to the entrepreneur. If complaints cannot be resolved by mutual agreement, the consumer should contact the WebwinkelKeur Foundation ([webwinkelkeur.nl](http://webwinkelkeur.nl)), which will mediate for free. If a solution is still not found, the consumer has the option of having their complaint handled by the independent dispute committee appointed by the WebwinkelKeur Foundation. Its decision is binding, and both the entrepreneur and the consumer agree with this binding decision. Costs associated with submitting a dispute to this dispute committee are to be borne by the consumer. It is also possible to submit complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur states otherwise in writing.

7. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at their choice, either replace or repair the delivered product free of charge.

**Article 15 – Disputes**

1. Contracts between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. This also applies if the consumer lives abroad.
2. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

**Article 16 – Additional or deviating provisions**

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can store them on a durable data carrier in an accessible way.

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