



plawa-feinwerktechnik GmbH & Co. KG for purchases made by final consumers

General commercial conditions

1 Field of application

For the commercial relationship between plawa-feinwerktechnik GmbH & Co. KG (hereinafter called plawa) and the customer, the General Commercial Conditions set forth below shall apply, in the version in force at the time that an order is placed. Other customer conditions shall only apply when they are confirmed in writing by plawa.

Pursuant to Art. 13 of the Civil Code, a consumer is considered to be any person who formalises a sales contract for a purpose than cannot be attributed to a commercial activity or the professional activity of a self-employed person.

2 Conclusion of the contract

Your order represents a proposal that you make to us in order to conclude a purchase agreement. When you place an order from plawa, we will send you an e-mail that confirms the receipt of your order and indicates the details thereof (order confirmation). This order confirmation does not mean an acceptance of your proposal, but rather it solely intends to inform you that we have received your order.

The sales contract is not materialised until such time as we send you the product requested or until confirmation in writing is received (electronic mail is sufficient).

plawa reserves the right to modify its products (as far as technology and equipment are concerned) provided such modification does not involve an unacceptable change for the customer

Keep in mind that we only sell electronic products related to the media and to training in quantities that are typical for homes.



3 Right to return

Customers have the right to cancel their order without giving any reason within a period of two weeks, either verbally (by letter, fax or electronic mail) or by returning the product received. For purposes of compliance with the return period, the cancellation date will be sufficient. The cancellation must be sent to:

plawa-feinwerktechnik GmbH & Co.KG, Bleichereistr. 18, 73066 Utingen, Germany

Consequences of cancellation:

In the event of effective cancellation by the two parties, they will be bound to return the services received reciprocally, together with any profits that may have come about (e.g. interest). In the event of it being impossible to return the services provided either fully or partially, or in the event of it only being possible to return them in deteriorated condition, the customer assumes the obligation of repaying us for the extent of the damage. When dealing with tangible objects, this regulation is not applicable in cases in which the damage to the object is due exclusively to the checking of its condition, as might have occurred in the shop. For other matters, customers may avoid the repayment obligation if they do not use the object as owners and if they refrain from carrying out any action that might decrease its value.

The return of goods which, due to their condition and form are not in fit state to be returned, or of audio, video or software recordings whose wrapping seal has been broken by the user is excluded.

Objects that are suitable for sending as a parcel shall be returned at the customer's expense if the goods supplied coincide with the goods ordered and provided the price of the goods returned is not in excess of €40.00, or if, in the event of a higher price, the customer has not paid the agreed consideration or made the agreed partial payment. Otherwise, the return is expense-free for the customer. Objects that are not suitable for sending by parcel post will be collected at the customer's premises.

The customer's right to cancellation will be cancelled in advance in the event of the other contracting party already having begun to provide its services with the customer's express consent, or in the event of the customer himself having given rise to this situation (e.g. by means of downloads, etc.)



4 Prices

The prices indicated include the applicable VAT at all times. The prices that are valid at the time of ordering are the applicable prices. Carriage will be added to the prices.

5 Supply

Unless otherwise agreed, goods will be dispatched ex works to the dispatch address indicated by the customer. In the event of plawa's supplier failing to supply it with the goods ordered, notwithstanding its contractual obligation in this respect, plawa will be allowed to withdraw from the contract. In such circumstances, the customer will be informed immediately of the fact that the product ordered is not available. The value of the purchase will be returned immediately if it has been paid.

6 Due date and payments

The due date of payment of the purchase is the time at which the order is placed. The customer must pay the price of the purchase by means of credit card (MasterCard, VISA).

In the event of the payment being refused by the credit institution, we reserve the right to make the dispatch against cash on delivery or prepayment.

In the event of the customer's delaying the payment of plawa goods, we reserve the right to invoice late payment interest in the sum of 5 points above the APR (Art. 247 of the German Civil Code). In the event of plawa having incurred greater damage due to the delay situation, it will have the right to demand the relevant amount.

The customer's possible right to compensation is limited to the existence of indisputable, enforceable or closed counter complaints. Furthermore, the customer can only assert a lien on the basis of counter complaints that are based on contract law itself.

7 Reservation of ownership

The goods supplied shall continue to be the property of plawa until full payment is made.



8 Liability for defects

Any clear defect (such as defects in the material, manufacturing defects or defects caused during transit) shall give rise to a claim presented within a two-week period following receipt of the goods. Compliance with this period is determined by the dispatch date. In the event of damage caused during transit, please inform us immediately (by phoning 0049 7161-9387220) and follow our instructions. Any damaged packaging must be kept.

The customer's rights with respect to faulty goods depend on the applicable legislation, meaning that the customer can either insist on the goods being supplied in perfect condition (repair of the defect or supply of a defect-free object) or, provided the legal conditions so allow, make a claim relating to a price reduction, cancellation of the contract and payment of damages or repayment of expenses for goods not supplied. Due to the fact that we offer a sales guarantee, the details will be established in accordance with the conditions of the guarantee. This right to a guarantee exists notwithstanding and without prejudice to the rights the legislator grants in respect of defects. The right to transfer guarantee rights to third parties is excluded.

Should we be obliged to pay damages, whether by virtue of the contract or the applicable law, we take responsibility for any damage caused to the life, the body or the health of persons caused, at least, by negligence of any of our basic contractual obligations, although only in respect of foreseeable and typical damage. As far as other kinds of damage are concerned, we will respond only in the event of premeditated or negligent failure to comply with our obligations. Failure on behalf of plawa to comply with its obligations also applies to that of our legal representatives and assistant executives. This regulation will not affect the situation of malicious concealment of the defect, the assumption of a guarantee or acquisition risk.

The prescribed period depends on the applicable legal standards.

9 Data protection

You will find information about the nature, extent, place and purpose of the compilation, processing and use of the personal data necessary for executing orders by plawa and its associates in the [Data Protection Declaration](#).



The information that you provide to us is used for the individualised configuration of your purchase operations at plawa, thereby permanently improving them. We use this information for processing orders, supplying merchandise and processing payment. We likewise use your information for handling orders, products, services and marketing offers with you, as well as for updating our data records and to maintain and manage your customer accounts with us. We also use your information to improve our platform, to prevent or discover the improper use of our website or to make it possible for third parties to perform technical or logistic services or any other kind of service on our behalf.

Of course the customer has the right to object to the use, processing and transfer of his or her data for Marketing purposes, at any time. In such a case, please contact Winfried Botzenhart (wb@plawa.de) by email or, if you would rather contact us by post or fax, write to: plawa-feinwerktechnik GmbH & Co. KG, Bleichereistr. 18, 73066 Uhingen, Germany – Fax: 0049 7161 – 93 87 260.

10 Applicable law / Escape clause

The applicable law shall be German law, hereby excluding UN purchase agreement law.

If any of the preceding clauses were void or subsequently became so, this shall not affect the validity of the remaining clauses. The corresponding legal provision shall apply in place of any invalid clause.