GENERAL TERMS AND CONDITIONS

Ketterer Shop

Sect. 1 Scope of validity, customer information

The following general terms and conditions (GTC) govern the contractual relationship between B.Ketterer Söhne GmbH & Co KG Ketterer Shop and consumers and entrepreneurs who purchase goods in our shop. Conditions that oppose or differ from our terms and conditions are not accepted by us. The contract language is German.

Sect. 2 Conclusion of contract

- (1) The offers on the internet represent a non-binding invitation to you to purchase goods.
- (2) You can put one or more products into the cart. In the course of the order process you enter your data and desires concerning payment method, delivery modalities etc. Once you have clicked the order button, you submit a binding offer to conclude a purchase contract. You can also submit a binding order by telephone.
- (3) With the immediate submission of confirmation of receipt by e-mail the offer will also simultaneously be deemed accepted and the sales contract concluded. In the case of a telephone order, the purchase contract is deemed valid if we accept your offer immediately. If the offer is not accepted immediately, then you are no longer bound to it.

Sect. 3 Customer information: Storage of the contractual text

The contract with the item details (e.g. kind of product, price) will be stored by us. We will send the GTC to you, but you can download the GTC at any time over our website. As a registered customer you will have access to your past orders in the customer login area: My Customer Account.

Sect. 4 Customer information: Correction note

You can amend your entries at any time before submitting the order by using the delete key. We will keep you informed throughout the checkout process of further correction options. You can also terminate the order process at any time by closing the browser window completely.

Sect. 5 Retention of title

The purchase item remains our property until full payment is made.

Sect. 6 The warranty

The warranty complies with the statutory provisions.

Sect. 7 Limitation of liability

We exclude liability for minor negligence in breach of duty, provided such breaches do not involve essential contractual obligations, damages caused by death, bodily injury, impaired health or guarantees or affect claims under the *Produkthaftungsgesetz* (*ProdHaftG*, Product Liability Act). The same applies to breaches of duty by any of our agents and legal representatives. The contractual obligations include, in particular, the obligation to deliver the item and title to you. We furthermore must deliver to you the item free of material defects and deficiencies.

Sect. 8 Jurisdictional venue

The exclusive jurisdictional venue for all disputes arising under this contract is our registered office, if you are a merchant.

Sect. 9 Consumer information: Participation in a dispute settlement procedure

We are obliged to take part in a dispute settlement procedure before the following consumer complaint office ("Verbraucherschlichtungsstelle"): Universalschlichtungsstelle des Bundes - Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl, www.verbraucherschlichter.de

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