

General Terms and Conditions

§ 1 Validity of the terms of contract

(1) These business terms are valid for both consumers and entrepreneurs, whereby partially different regulations and rights may result (see below). Purchaser`s terms opposed or to divergent from these business terms are only recognized in the case of explicit written assent of the seller.

(2) Should the purchaser also be an entrepreneur, these business terms are valid for all future deals with the purchaser, inasmuch as it being a question of related legal actions.

§ 2 Contract conclusion

With the mailing of the online order for the contents of an assortment, the purchaser makes a binding offer for the conclusion of a correspondent bill of sale with the seller. Thereupon, he will receive a written bill of entry from the system. This is not yet to be regarded as an acceptance of his offer. Acceptance will be declared either in an explicit declaration thereof by either the seller or his executing aides, or by delivery of the wares.

§ 3 Right of revocation

(1) If the buyer is a consumer, he has a right to revoke his intention to sign a contract within two weeks. A reason is not necessary. The period of revocation begins on receipt of the online order and ends with the consignment of the wares. To maintain the period of revocation, it is sufficient to consign a written revocation in time or to send back the wares ordered.

(2) The revocation has to be addressed to: AHD GmbH, Dasbachstr.4, D-54292 Trier (Treves).

(3) In the case of an effective revocation, performances which have been received by both parties have to be restored and, if necessary, benefits drawn have to be handed out. Thereby the purchaser commits himself to send back the already received goods to the address listed under paragraph 2, within an appropriate period, as a rule, within a term of seven calendar days after the period of revocation has expired.

(4) The return in the case of an effective revocation is done at expense and risk of the seller. There is an exception for orders with a purchase order value up to 40 EUR. Here the purchaser bears the cost of the return. For logistic reason, the return has to be free, dispatch costs will be refunded afterwards.

(5) If the buyer cannot return the received performance completely or partly or only in deteriorated condition, he is obliged to restore the value to the seller. This does not apply, if and so far as the deterioration of the object exclusively results from its examination - like it would have been possible in a shop. For the rest, the customer can avoid indemnification according to value obligation by not taking the object into use like an owner and by abstaining from doing anything that might affect its value.

§ 4 Payment

(1) The purchase price and prices for additional service are due when the merchandise is handed out or the invoice is transmitted.

(2) The purchaser can up-count only then against the seller's claim, if the counterclaim of the purchaser is undisputed or if a valid claim is present. He can only urge a right of reserve so far as it is based on claims from his bill of sale.

§ 5 Delivery and delay of delivery

(1) Delivery dates and terms for delivery, that can be agreed with or without obligation, have to be indicated by letter. Terms for delivery begin with conclusion of a contract.

(2) The purchaser can request the seller to deliver ten days after a delivery date or term for delivery without obligation has been exceeded. With the entrance of the request, the seller comes into delay. If the purchaser is entitled to compensation of a delay prejudice, his compensation is limited at the utmost to 5 % of the cost price agreed for the seller's slight negligence. If the purchaser furthermore wants to withdraw from his contract and / or demand compensation instead of performance, he has to grant an appropriate term for delivery to the seller after expiration of the ten-day-term according to clause 1. If the purchaser is entitled to compensation instead of performance, the claim is limited at the utmost to 25 % of the cost price agreed in case of slight negligence. If the purchaser is a legal entity of the public right, a special property of public right or an entrepreneur who acts in practice of his commercial or independent professional activity at his contract conclusion, claims for compensation are excluded in case of slight negligence. If delivery becomes impossible to the seller by accident while he is in delay, he is liable with the agreed above limitations of liability. The seller is not liable, if the damage had occurred in the case of punctual supply.

(3) If a binding delivery date or a binding term for delivery is exceeded, the seller is already in delay as soon as he exceeds his delivery date or term for delivery. The rights of the purchaser then determine according to paragraph 2, clauses 3 to 6 of this section.

(4) Force majeure or breakdown at the seller's or his suppliers' company that temporarily prevent the seller from delivering the merchandise at the date or within the term agreed without his own fault, modify the dates and terms stated in clause 1 to 3 of this section for the duration of performance disturbances caused by these circumstances. If appropriate disturbances lead to a delay of performance of more than four months, the purchaser can retreat from his contract. Other rights of withdrawal remain unaffected by it.

§ 6 Acceptance

(1) The purchaser is obliged to seize the merchandise within eight days after the notice of preparation has arrived. If the purchaser does not seize, the seller can make use of his legal rights.

(2) If the purchaser demands compensation on account of a legal claim, then amounts to 10 % of the cost price. The compensation has to be set at a higher or lower level, if the seller proves a higher or the purchaser proves a lower damage.

§ 7 Reservation of property

(1) The merchandise remains the seller's property until the claims due to the seller on account of the bill of sale have been settled. If the purchaser is a legal entity of the public right, a public special estate or an entrepreneur, who acts in practice of his commercial or independent professional activity at his conclusion of contract, reservation of property also persists for the seller's claims against the purchaser from current business relations until claims connected to the sale have been settled.

(2) On the request of the purchaser, the seller is obliged to renounce his reservation of property, if the purchaser indisputably has complied with all claims coherent with the merchandise and an appropriate security exists for the rest of the claims from current business relations.

(3) In case of the purchaser's arrears in payment, the seller can retreat from his contract with the reservation of setting an appropriate additional term. If, furthermore, the seller is entitled to compensation instead of performance and if the seller takes the merchandise again into his safe keeping, seller and purchaser agree that the seller refunds the usual customary market-value of the merchandise at the time of re-acceptance. If desired by the purchaser-this desire can only be expressed immediately after re-acceptance of the merchandise-, a publicly ordered and sworn expert, e.g., Deutsche Automobil Treuhand GmbH (DAT), will determine the customary market-value. The purchaser bears all costs of re-acceptance and disposal of the merchandise. Disposal costs amount to 5% of the customary market-value without any evidence. They have to be set at a higher or lower level, if the seller proves higher or the purchaser proves lower costs.

(4) As reservation of property exists, the purchaser is neither allowed to dispose the merchandise nor to grant a use to third persons by contract.

§ 8 Material defect

(1) Claims of the purchaser regarding defects fall under the statute of limitations, according to legal regulations, i.e., for new vehicle parts in two years. For second-hand parts, the term of warranty is one year from the date of delivery of the merchandise.

(2) If the purchaser is a legal entity of the public right, a public special estate or an entrepreneur who acts in practice of his commercial or independent professional activity at his conclusion of contract, the sale of second-hand parts takes place under exclusion of any liability for defects. In case of deceitful concealment of defects or of warranting for quality, more extensive claims rest untouched.

(3) Claims for elimination of defects have to be urged to the seller by the purchaser. In case of oral declaration of claims, a written confirmation about the entry of the declaration has to be handed out to the purchaser. Replaced parts become property of the seller.

§ 9 Liability

(1) If the seller has to accept responsibility on the strength of legal regulations according to these conditions for a damage that has been caused by slight negligence, he is liable in a limited way: liability exists only for infringement of substantial contractual duties and is limited to typical damage foreseeable at the conclusion of contract. This limitation does not apply with injury of lives, bodies and health. So far the damage is covered by an insurance (excluded summary insurance) effected by the purchaser for the case of damage in question, the seller is liable only for the purchaser's eventual disadvantages, e.g., higher insurance premiums or loss of interest until damages have been regulated by the insurance.

(2) There does not exist any liability for damages caused slightly negligently by a defect of the merchandise.

(3) Independently of a seller's fault, a contingent seller's liability in case of deceitful concealment of the defect, from the assumption of a warranty or of supply risk, and according to the law of producers' liability rests untouched.

(4) Personal liability of the seller`s legal representatives, executing aides and employees of the seller for damages caused by slight negligence is excluded.

§ 10 Area of jurisdiction

(1) For all present and future claims from the business relation with the merchants, including draft and cheque claims, exclusive area of jurisdiction is the seat of the seller.

(2) The same area of jurisdiction applies, if the purchaser does not have any general area of jurisdiction in Germany, has transferred his domicile or usual place of residence out of Germany ,or if his domicile or usual place of residence is unknown at the date of bringing action. For the rest, the purchaser`s domicile is the area of jurisdiction for the seller`s claims against the purchaser.