

General Terms and Conditions of Business

§ 1 Scope of application and contractual partners

- (1) The following terms and conditions of sale shall apply exclusively to all our deliveries. Deviating conditions are only binding for us after explicit acceptance.
- (2) Your contractual partner for all orders is Bicyclejack (for address for service see the end of the GTC).

§ 2 Delivery area and clientele

Orders and deliveries are only possible within Germany, Austria, Switzerland, Belgium, Bulgaria, Denmark, Estonia, Finland, France, Greece, Great Britain, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus, USA, Norway. If you require delivery outside the delivery area, we will be happy to help you. Please call our service hotline 04244/362421.

§ 3 Delivery to non-EU countries

For deliveries to non-EU countries, additional customs duties, taxes and fees apply. For deliveries to Germany and invoicing to non-EU countries, the invoice will be issued with the valid German VAT rate. Further information on customs duties, for example, can be found at http://ec.europa.eu/taxation_customs/dds/cgi-bin/tarchap?Lang=DE and on import VAT at <http://auskunft.ezt-online.de/ezto/Welcome.do>, and specifically for Switzerland at <http://xtares.admin.ch/tares/login/loginFormFiller.do>.

§ 4 Delivery times

- (1) Unless otherwise agreed or stated on the item, we deliver within 3-5 working days after receipt of your order, subject to stock. Delivery by us is subject to the proviso that we ourselves are supplied correctly and on time and are not responsible for the lack of availability. Information on the delivery period is non-binding unless, in exceptional cases, the delivery date has been bindingly promised.
- (2) If the standard delivery time cannot be met, we will automatically inform you by e-mail.

§ 5 Order and conclusion of contract

Orders can be placed with us in writing, by telex, verbally, by telephone, electronically, by e-mail or via the Internet. The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue. By clicking the "Buy" button, you place a binding order for the goods contained in the shopping basket. The confirmation of receipt of the order follows immediately after the order has been sent and does not yet constitute acceptance of the contract. We can accept your order by sending an order confirmation by e-mail or by delivering the goods within five days. Contracts in our Internet shop can only be concluded in German.

§ 6 Storage of orders

We store the text of the contract and send you the order data and our GTC by e-mail. You can also download the GTC here on this page at any time. You can view your past orders in our customer login.

§ 7 Prices and limited offers

- (1) All prices quoted are end consumer prices and include the statutory value added tax and do not include shipping costs. The price at the time of the order shall apply.
- (2) Please note that offers in our online shop may be limited in time. Details can be found in the respective product description.
- (3) For customers outside the EU: Please note that customs duties may have to be paid for shipping, which will be added to the final price of your order.

§ 8 Warranty

- (1) The limitation period for legal claims for defects is 2 years and begins with the date of delivery, i.e. receipt of the item by the buyer.
- (2) If delivered items show obvious material or manufacturing defects or transport damage, please report such defects immediately to us or to the carrier delivering the items. The customer is not obliged to do so and this is not a prerequisite for asserting your claims. However, we cannot otherwise assert any claims against the carrier. Compliance with the above provision shall not affect your statutory claims insofar as you have ordered for private purposes as a consumer.

§ 9 Shipping costs

Shipping costs are added to the stated product prices. You can find out more about the amount of the shipping costs in the offers.

§ 10 Payment

In order to safeguard against the credit risk, we must reserve the right, in accordance with the respective creditworthiness, to effect delivery only against cash on delivery/immediate payment on delivery. If we make use of this option, you can accept it or withdraw from the order.

§ 11 Payment methods

- a) by prepayment (if you choose prepayment, we will give you our bank details in the order confirmation and deliver the goods after receipt of payment. We grant you a 2% discount on the value of the goods.
- b) by PayPal (outside Germany additional costs as partial compensation of the then higher PayPal costs amounting to 4.90% of the total amount). You pay the invoice amount via the online provider PayPal. You must be registered there or register first, legitimise yourself with your access data and confirm the payment instruction to us (exception: guest access). You will receive further instructions during the ordering process.
- c) by credit card (the named credit card will be charged upon completion of the order)
- d) by cash payment

§ 12 Retention of title

The goods remain our property until full payment has been made.

§ 13 Contract language

The language available for the conclusion of the contract is German.

§ 14 Place of performance and jurisdiction

- (1) Place of performance is Harpstedt. In the event of any disputes arising from the contractual relationship, if the customer is a registered trader, a legal entity under public law or a special fund under public law, the action shall be brought before the court having jurisdiction over our principal place of business. We are also entitled to take legal action at the headquarters of the customer.
- (2) The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between us and the customer, to the exclusion of the German IPR. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Provider identification:

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