

# **General terms and conditions (GTC)**

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## 1. General - Scope

The following General Terms and Conditions of Business apply to all legal transactions, deliveries and services agreed between the customer and sullus GmbH & Co. KG without the simultaneous presence of the client and our employees (e.g. by means of electronic ordering system, email, fax, telephone order, letter).

Unless other terms and conditions are expressly accepted in writing, our terms and conditions apply exclusively; other conditions do not become part of the contract, even if not expressly contradicted. expressly contradicted - rather is also contradicted for the future of your inclusion.

Deviations and amendments to the GTC and become effective only with written confirmation of the management of sullus GmbH & Co. KG becomes effective. Employees / representatives are not entitled to verbal changes, promises or guarantees to agree.

The contract language is German.

## 2. Offer and conclusion of contract

The services and deliveries described in catalogs, advertisements, websites or similar are ordered by the customer in a legally binding manner (contract offer).

When using our electronic ordering systems, this order is not already present with the selection or insertion into the shopping cart. Rather, only after selection of shipping method and payment method by clicking on the button "buy now".

You can place the desired goods in the virtual shopping cart without obligation. You can call this at any time and view its contents, correct and / or delete. If you want to buy the selected goods you must go through the ordering process by entering your personal data and selecting the desired shipping and payment method. You can cancel the ordering process at any time by closing the browser window or by submitting the order. You can identify any input errors in your order before submitting the order and correct them using the correction functions.

An offer to enter into a contract will be accepted within 3 working days of receipt by email, in writing, by fax, by telephone callback, by delivery of a delivery note or delivery confirmation or execution of the delivery, otherwise it will be deemed to have been rejected. Only our confirmation leads to the conclusion of the contract.



Notwithstanding the above, a binding contract can also be concluded beforehand if you choose an online payment method and make the payment immediately after sending the order. after sending the order. In this case, the contract is concluded at the time when the payment service provider confirms the execution of the payment order.

## 3. Cancellation policy

## Right of withdrawal for consumers

A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity.

## Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

To exercise your right of withdrawal, you must send us:

sullus GmbH & Co. KG Döhlener Gewerbering 11 01705 Freital (Germany)

Phone: +49 351 850 71 000 Fax: +49 351 413 92 595 Email: info@sullus.com

by means of a clear statement (eg a letter sent by mail, fax or email) about your decision to revoke this contract. For this purpose, you can use the attached sample cancellation form, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notice of exercise of the right of withdrawal before the expiry of the withdrawal period.

#### Consequences of the withdrawal

If you revoke this contract, we must return to you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact delivery other than the cheapest standard delivery offered by us) without undue delay and at the latest within fourteen days from the day on which we receive your notification to revocate of this contract. For this repayment, we will use the same way of payment that you used for the original transaction, unless otherwise expressly agreed with you. When otherwise expressly agreed with you; you won't be charged for this repayment. We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You have to return or hand over the goods to us immediately and in any case no later than fourteen days from the date on which you informed us of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs for returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to the handling of the goods which is not necessary for checking their condition, properties and functionality.

#### The right of withdrawal in distance selling does not exist:

In the case of delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (generally all cylinders, keys and locking systems).



## 4. Storage of the contract text

The contract text (your order) is stored. You can view the general terms and conditions of contract (GTC) at any time on www.schliessanlage.de and save them on your computer. The specific order data and the general terms and conditions will be sent to you by email and are can be viewed upon registration in the login area under "My Account".

## 5. Delivery, prices, shipping costs

Compliance with our delivery obligation may require timely and proper fulfillment of the obligations of the buyer or purchaser.

Unless otherwise agreed, reasonable deadlines shall be granted for deliveries, taking into account customary or notified self-delivery deadlines. We shall be entitled to partial performance to a reasonable extent; this shall not result in any additional costs for you. Unless otherwise agreed, we shall choose packaging and dispatch at our discretion. Packaging will not be taken back.

The prices at the time of the order apply, as they were presented on the Internet pages. All prices include the respective statutory sales tax. In the payment process, the respective sales tax of the country to which the goods are shipped is shown and calculated according to the One-Stop-Shop procedure. This will be indicated again for information purposes when the order is sent and on the invoice.

Delivery is realized by sending the goods to the address provided by the customer.

Delivery is made against the packaging and shipping costs displayed in the ordering process. Information on any delivery restrictions and on packaging and shipping costs incurred can be viewed in advance on the information pages of our online store.

Only the payment methods displayed in the order process are accepted. The available payment methods and information on any additional costs of a payment method can be viewed in advance on the information pages of our online store.

## 6. Retention of title

The sullus online store retains ownership of the delivered goods until final and full payment of the purchase price and any shipping costs.

#### 7. Warranty, guarantee

The warranty is governed by the statutory provisions.

As a matter of principle, we do not grant any warranty on goods and services. If manufacturers grant guarantees, we will gladly assign any existing rights to the customer and support the customer in enforcing these rights by way of goodwill. by way of goodwill in the enforcement. Any warranty claims shall not affect the warranty.

Our customer service is at your disposal at:

Phone: +49 351 850 71 000 Fax: +49 351 413 92 595 Web: www.sullus.com Email: info@sullus.com



## 8. Limitation of liability

Our pre-contractual, contractual and non-contractual liability is limited to intent and gross negligence, insofar as it does not concern the violation of essential contractual obligations or the injury to life, body or health, The same applies to the liability of our employees and vicarious agents. The liability according to the product liability law remains unaffected.

## 9. Return policy

Returns should only be made in the original packaging provided for this purpose or, in exceptional cases, in comparable replacement packaging. Please note that electronic components must be packed antistatically. The manufacturer's original packaging ensures this by means of special, EMC-compliant cartons or plastic bags and should therefore be used wherever possible!

## 10. Complaint and information on alternative dispute resolution

In case of complaints and claims or if you have any questions or problems, you can contact our customer service. Phone: +49 351 850 71 000

Information on Alternative Dispute Resolution: The EU Commission has created an Internet platform for the online settlement of disputes (so-called "OS platform"). The ODR platform serves as a contact point for the extrajudicial disputes arising from online sales contracts. Dhe OS platform can be reached at the following link can be reached: <a href="https://ec.europa.eu/consumers/odr/">https://ec.europa.eu/consumers/odr/</a>

We are prepared to participate in an out-of-court dispute resolution procedure.

## 11. Used battery return

In connection with the sale of batteries or rechargeable batteries, or devices that are operated with batteries or rechargeable batteries, we are obliged as a dealer under the Battery Act to inform about relevant regulations and obligations: Used batteries must not be disposed of in household waste. Consumers are legally obliged to bring batteries to a suitable collection point at the retailer or the municipality. The delivery is free of charge for you. You can also return your used batteries to us. The return of the batteries / accumulators to us must be sufficiently stamped in any case:

sullus GmbH & Co. KG Technologiepark Freital F2 Döhlener Gewerbering 11 01705 Freital

Used batteries may contain pollutants or heavy metals that can harm the environment and health. In addition, batteries contain valuable raw materials that are recycled.

The environment and sullus GmbH & Co. KG say thank you.

Batteries and rechargeable batteries must not be disposed of in household waste!!



The signs under the garbagecan stand for:

Pb: Battery contains lead Cd: Battery contains cadmium

Hg: Battery contains mercury

You also have the option of reading this information again in the documents accompanying the delivery of goods or in the operating instructions of the respective device manufacturer. Further detailed information on the Battery Act can be obtained from the Federal Ministry for the Environment, Nature Conservation and Nuclear Safety at <a href="http://www.bmu.de">http://www.bmu.de</a> or from the Federal Environment Agency at <a href="http://www.uba.de">http://www.uba.de</a>.



## 12. Choice of law

The contractual relations between us and the customer shall be governed by the laws of the Federal Republic of Germany. Excluded from this choice of law are the mandatory consumer protection provisions of the country in which the customer has his habitual residence. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

#### 13. Jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be Dresden.

## 14. PDF documents

To view and print PDF documents you need Adobe Reader. Download option for Adobe Reader: <a href="http://get.adobe.com/de/reader/">http://get.adobe.com/de/reader/</a>

sullus GmbH & Co. KG Döhlener Gewerbering 11 01705 Freital

Phone: +49 351 850 71 000 Fax: +49 351 413 92 595 Email: info@sullus.com Web: www.sullus.com

VAT number: DE215106506 Local Court Dresden, HRA 4449

Personally liable partner: sullus Metallbau & Verwaltungs GmbH Managing Director: Anja Freiherr, Reinhard Sullus Local Court Dresden, HRB 11143



## **Cancellation form**

If you wish to cancel the contract, please complete and return this form. Please be sure to send the original invoice.

## The right of withdrawal in distance selling does not exist:

In the case of delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (generally all cylinders, keys and locking systems).

sullus GmbH & Co. KG Döhlener Gewerbering 11 01705 Freital (Germany)

Fax: +49 351 850 71 000 Email: info@sullus.com

I/we hereby revoke the contract concluded by me/us for the purchase of the following goods	
order number: 100	ordered on/received on:
adress:	
date, place * delete as applicable.	signatur (only for communication on paper)