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## GENERAL TERMS AND CONDITIONS

### Terms and Conditions of TBS GmbH Werkstatteinrichtung

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#### 1. Application of the General Terms and Conditions

All orders placed at TBS GmbH Werkstatteinrichtung (TBS-Aachen) are subject to the present Terms and Conditions, unless the parties have made no deviating agreements.

Our shop [www.tbs-aachen.de](http://www.tbs-aachen.de) carries the seal of approval EHI Geprüfter Online-Shop. To obtain this seal, we are regularly reviewed by the EHI Retail Institute GmbH in compliance with the criteria of the EHI Code of Conduct. You can view the code of conduct at this link: <https://ehi-siegel.de/shopbetreiber/ehi-siegel/pruef-kriterien-bedingungen/pruef-kriterien/>. Our shop also carries the seal of approval Trusted Shops and we are in compliance with the criteria of the Trusted Shops Code of Conduct: [https://www.trustedshops.com/tsdocument/TS\\_QUALITY\\_CRITERIA\\_de.pdf](https://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf).

#### 2. Orders:

2.1. Orders can be placed as follows:

- via phone: (+49) 0241.559713
- via Post to: TBS GmbH, Schönebergstr. 14, D-52068 Aachen
- via our online shop: [www.tbs-aachen.de](http://www.tbs-aachen.de) [How to order](#)
- via Email : [info@tbs-aachen.de](mailto:info@tbs-aachen.de)

2.2. We ship stock items within one business day from receipt of order or receipt of payment.

- When ordering and payment to 14 clock usually on the same working day.
- For availability and possible exceptions, please refer to the relevant product page.
- If there will be a delay we will inform you immediately.
- In case of non availability of the ordered goods we reserve the right not to deliver. In this case, we will inform you immediately and refund your already paid amounts without delay.

#### 3. Conclusion of contract:

3.1.

The presentation of our products on our website contains only an invitation to the customer to submit a contract offer. By sending an order, the customer makes an offer within the meaning of § 145 BGB. The customer receives a confirmation of receipt of the order via email.

The contract with us is accomplished when we accept the offer of the customer within 2 working days after his order in writing or in text form. Decisive is the moment the the declaration of acceptance is sent. Working day is any calendar day which is not a Sunday or public German holiday.

3.2.

TBS Aachen reserves the right to refuse orders to set credit limits or to demand advance payments, particularly in the case of unpaid invoices, credit risks or inability to pay.

- 3.3. Your orders are saved with us for ten years after signing the contract. You should still print the order data immediately after sending. If you lose your documents to your orders, however, please contact us by email / phone / fax. We will send you a copy of your order details.

- 3.4. The conclusion of the contract is in German.

#### **4. Delivery:**

- 4.1. Unless otherwise agreed, the order will be delivered to the delivery address given by the customer. With payment through PayPal the shipping address is the one that is deposited with PayPal.
- 4.2. Delivery time: By advance payment, the delivery period begins on the day after the payment order, for other payments on the day after the conclusion.  
You can see the delivery time at the respective product-page.
- 4.3. Shipping costs are paid by the customer. These are displayed in the cart.  
An overview of the shipping costs and the countries we ship to can be found at this link: [Shipping & Delivery](#).  
The shipment through other Shipping Companies than those indicated by TBS Aachen is not possible.
- 4.4. Delivery will be made to each individual case reported costs. If the customer is an end-user, we carry the transit risk in any case regardless of the shipment. If the customer is an entrepreneur, all risks and dangers of the shipment are transferred to the customer once the goods have been handed over by us to the logistics contractor.

#### **5. Withdrawal from the contract:**

If the order cannot be delivered to the customer twice because the goods cannot be passed to him or are not collected by him after being notified, we cancel the order and withdraw from the contract. Amounts already paid will be refunded.

#### **6. Return:**

In case of returning parcel shipment able items, the customer must pack the goods in a way they are protected from any typical transport dangers. If possible, the original packaging should be used when returning. Not parcel shipment able goods will be collected by us.

#### **7. Prices:**

The prices listed on the website [www.tbs-aachen.de](http://www.tbs-aachen.de) include the value tax.  
The prices at the time of order apply.  
Special offers may be limited as noted in the item-description in these instances.  
[The rules for the value tax-free export to the EU and outside the EU can be found here](#)  
For deliveries to non-EU countries additional duties, taxes and fees incur.

#### **8. Payment terms:**

In our mobile shop - for mobile devices such as iPad & Co - for technical reasons only the payment methods that are below marked with "(also mobile)" are available.

The invoices will be sent along with the goods and are payable in the following ways:

- (also mobile) by cash in advance:  
With prepayment your order will be canceled after 4 weeks if your payment is not received by then.
- by credit card (ipayment), Sofortüberweisung.de or (even mobile) PayPal: The debit is done by sending the order.
- payment by direct debit (currently only from a German bank account and only for existing customers with underlying SEPA mandate): As agreed in the SEPA mandate the debit on your account takes place on the due date announced in the invoice but no earlier than one day after a preliminary announcement with the invoice.
- (also mobile) by cash (collectors only): The collection of the goods is carried out in our store, Schönebergstr. 14, 52068 Aachen. For non stock items, we will notify you as soon as the goods are ready for collection.

The selection of the payment depends on the shipping and billing country.

#### **9. Retention of title:**

The goods remain our property until they are fully paid.

#### **10. Warranty:**

For consumers, (if your order is neither commercial nor can it be assigned to your independent professional activity), the statutory limitation period for defects is 2 years and begins with the date of delivery / the receipt of the goods by the consumer. Any beyond warranty promises made by the manufacturer remain unaffected.

#### **11. Information for consumers in distance contracts and customer information for contracts in electronic commerce:**

Consumer means any natural person who enters into a transaction for purposes which can be attributed mainly neither commercial nor its independent vocational activity.

- a) Our shop [www.tbs-aachen.de](http://www.tbs-aachen.de) carries the seal of approval EHI Certified online shop. To obtain this seal, we are regularly inspected by the EHI Retail Institute GmbH in compliance with the criteria of the Code of Conduct on EHI. You can check out the code of conduct at this link: [www.shopinfo.net/haendler/kriterien/index.html](http://www.shopinfo.net/haendler/kriterien/index.html) You can use the complaints procedure of EHI Certified online shop, by clicking on the seal of approval in our shop. You will see the test certificate with the complaint button.
- b) Any input error made while placing the order can be recognized and corrected by you at the final confirmation of your contract by using the delete and change function before sending the order.
- c) For the main characteristics of the goods offered by us as well as the validity of limited offers, please refer to the individual product description as part of our Internet offering.
- d) The contract language is German.

- e) You may raise complaints and warranty claims at the address stated in the provider identification.
- f) Your orders are stored with us for ten years after signing the contract. Nevertheless you should print the order data immediately after sending. If you lose the documents to your orders, however, please contact us by email / phone / fax. We will send you a copy of your order details.
- g) For payment, delivery or performance information, please refer to the offer.

#### **12. Any other business:**

The law of the Federal Republic of Germany applies to the contractual relationship between us and the customer and the respective terms and conditions. If the customer is a consumer, the legal regulations and rights for consumer protection of the State in which the consumer has his habitual residence and which cannot be derogated from by agreement, remain applicable and are not affected by this agreement. The application of CISG is excluded.

#### **13. Disposal / Environment:**

- Battery Act:  
Batteries and accumulators must not be disposed of with household waste.  
You can return batteries
  - to a public collection
  - where batteries and accumulators are sold
  - by post to our shipping warehouse

This rule applies even if batteries are not sold separately, but are built into devices. All batteries are marked with the symbol of the crossed out wheellie bin. chemical symbols:

- CD: contains more than 0.002 per cent of cadmium
- Hg: contains more than 0.0005 percent mercury
- Pb: contains more than 0.004 percent lead
- Our upstream supplier has fulfilled his obligation to register with the Federal Environmental Agency
- Electrical and Electronic Equipment Act:
  - Electrical and electronic devices may not be disposed of with household waste.
  - Consumers can return their electrical equipment free of charge at one of the communal collection points.

#### **14. Provider information:**

TBS GmbH Werkstatteinrichtung  
Schönebergstr. 14  
52068 Aachen  
CEO: Rainer Kleine-Tebbe  
Amtsgericht Aachen HRB 3648  
Ust-ID-Nr.: DE123595925  
Phone: (+49) 0241.559713  
Fax: (+49) 0241.5597159  
Email: [info@tbs-aachen.de](mailto:info@tbs-aachen.de)

**Our opening times: Monday - Friday 9.00 - 17:00**

#### **15. Cancellation policy and sample-revocation form for consumers:**

##### **Cancellation policy Right of withdrawal**

Consumers have a right of withdrawal. A consumer is any natural person who enters into a transaction for purposes which mainly cannot be attributed neither to its commercial nor its independent professional activity. You have the right to withdraw within one month without giving reasons this Agreement. The cancellation period is one month from the day, you or a third party indicated by you, other than the carrier or have taken final possession goods.

To exercise your right, you have to inform us,

TBS GmbH Werkstatteinrichtung  
Schönebergstraße 14  
D-52068 Aachen  
Email: [info@tbs-aachen.de](mailto:info@tbs-aachen.de)  
Phone: 0241-559713  
Fax: 0241-5597159

by means of a clear statement (eg. as a consigned by post mail, fax or email) about your decision to withdraw from this contract. You can sure use the attached sample-revocation form , which is not required to be used. To safeguard the withdrawal period it is sufficient that you send your statement concerning the exercise of the withdrawal before the withdrawal period expires.

##### **Effects of withdrawal**

If you withdraw from this contract, we will reimburse all payments we received from you, including the costs of supply (with the exception of the additional costs arising from the fact that you have chosen a different method of delivery than the cheapest Ground Shipping offered by us), immediately and within fourteen days from the date on which we received the notification of the cancellation. For this repayment we use the same method of payment that you used in the original transaction, unless we expressly agreed otherwise; in no case you will be charged fees for this repayment. We may withhold reimbursement until we have received the returned goods back, or until you have demonstrated that you have returned the goods, whichever is earlier.

You have to return the goods immediately and in any event not later than fourteen days from the date on which you send the cancellation of this contract or to hand over to us. The deadline is met if you send the goods before the deadline of a fortnight. You bear the direct cost of returning the goods. You have to pay for any diminished value of the goods, when this value loss is due to a not necessary handling by you to ascertain the nature, characteristics and functioning of the goods.

The right does not apply to distance contracts for the delivery of goods which are not prefabricated and for their production an individual choice or decision by the consumer was made or which are clearly tailored to the personal needs of the consumer.

#### End of cancellation policy

#### Sample-revocation form

(If you want to withdraw from this contract please complete and return this form.)

- To:

TBS GmbH Werkstatteinrichtung  
Schönebergstraße 14  
D-52068 Aachen  
Email: [info@tbs-aachen.de](mailto:info@tbs-aachen.de)

- I/we hereby give notice that I/we withdraw from the contract of purchase made by me/us on (please enter date here) of the following goods(\*) / provision of the following service (\*)

- Ordered on (\*) / received on (\*)

- Name of the customer/s (\*)

- Address of the customer/s (\*)

- Signature of the customer (only necessary if you withdraw on paper)

- Date

(\*) Delete as applicable.