



Terms and Conditions

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§ 1 Scope of application

These terms and conditions apply to all orders placed by individual persons via the online shop of

GES | Gesellschaft für Elektroinstallation und Sicherheitstechnik mbH
Nordring 49
44787 Bochum
Germany

Managing director: Harald Löffeler
Register court: Bochum, Germany
Trade register: HRB 3863
(subsequent GES)

GES subjects itself to the codex of Trusted Shops (retrievable at www.trustedshops.de)
Service-Hotline: Mondays till Fridays 10:00 – 18:00
Saturdays: 10:00 – 16:00
Phone: 0049 234/51 65 600 (This is a regular telephone connection in Germany. Only the regular costs of a phone call to Germany apply.)

E-Mail: info@ges-bo.de

§ 2 Possibility of saving and viewing the contract wording

§ 2.1 You can view our terms and conditions and all related general contractual requirements on www.ges-bo.de. The terms and conditions can also be saved and printed with the regular functions of your internet access program (=browser). Usually under "file" -> "save as/print". A PDF version of our terms and conditions can be found [here](#). To view the PDF of our terms and conditions you need the free program Adobe Reader, which can be found [here](#). Any other program with compatibility to the PDF format will also suffice.

§ 2.2 You can archive the details of your order and the terms and conditions by downloading them at the end of the order process by using the build in functions of your browser. Or you can wait until you receive your order confirmation e-mail, which is send automatically to the given e-mail address after the order process is completed. This confirmation e-mail provides all information concerning your order and the terms and conditions and can be easily printed using your e-mail clients functionality.

§ 2.3 We save all information concerning your order, but cannot grant immediate access to these information due to security reasons. We provide each customer with access to a protected area named "My Account" where all information concerning orders and order information can be viewed. Further on all personal data such as shipping address or billing address can be viewed and edited and you can subscribe and unsubscribe to our newsletter. The customer is obliged to keep the personal access information confidential and not to allow access to unauthorized third parties.

§ 3 Conclusion of contract

§ 3.1 product representations in the online shop serve as an offer to buy. By clicking the [Buy now] button you officially issue an offer to buy.

§ 3.2 We can accept your offer by sending an acknowledgment of order by mail or by delivery of the goods ordered within five days. The confirmation of receipt of your order does not imply an acceptance of your offer to buy.

§ 3.3 In the event of errors, misprints or misspellings in the acknowledgment of order or in the event that our price determinations were based on errors during the data transmissions, we are entitled to refuse the order, in which case we must proof our mistakes. E & O.E. Advances to supply are reimbursed immediately.

§ 3.4 Contracts in our online shop can currently only be concluded in English and German.

§ 4 Pricing

§ 4.1 The prices shown on the actual product pages include VAT and all other parts of pricing, excluding shipping.

§ 4.2 Cash discount requires an extra agreement in written form.

§ 4.3 Minimum order value is 25€. Orders below a total amount of 25€ cannot be placed.

§ 5 Shipping costs

Germany

Total amounts under 50€ will be shipped for 5,90€, while a total amount over 50€ will be delivered for free unless you ordered with payment option "charged forward". If desired we can also send your order in several parts. The additional costs will be charged after consultation.

When choosing the payment option "charge forward" ("payment on delivery") an additional fee of 4,90€ will become due.

Our foreign shipping costs

Zone 1 Country	Carriage paid limit	Shipping costs
Belgium	EUR 500,-	EUR 9,90
Denmark	EUR 500,-	EUR 9,90
France	EUR 500,-	EUR 9,90
United Kingdom	EUR 500,-	EUR 9,90
Italy	EUR 500,-	EUR 9,90
Luxembourg	EUR 500,-	EUR 9,90
Lichtenstein	EUR 500,-	EUR 9,90
Monaco	EUR 500,-	EUR 9,90
Netherlands	EUR 500,-	EUR 9,90
Austria	EUR 500,-	EUR 9,90
Czech Republic	EUR 500,-	EUR 9,90
Switzerland	EUR 500,-	EUR 9,90

For delivery into countries of Zone 1 we charge a delivery fee of 9,90 €. If the order value exceeds the carriage paid limit delivery will be free of charge.

Zone 2 Country	Carriage paid limit	Shipping costs
Estonia	EUR 1000,-	EUR 29,90
Finland (without Aland-Islands)	EUR 1000,-	EUR 29,90
Latvia	EUR 1000,-	EUR 29,90
Lithuania	EUR 1000,-	EUR 29,90
Poland	EUR 1000,-	EUR 29,90

Portugal	EUR 1000,-	EUR 29,90
Sweden	EUR 1000,-	EUR 29,90
Slovakia	EUR 1000,-	EUR 29,90
Slovenia	EUR 1000,-	EUR 29,90
Spain (excluding Canaries, Ceuta, Melilla)	EUR 1000,-	EUR 29,90
Hungary	EUR 1000,-	EUR 29,90

For delivery into countries of Zone 2 we charge a delivery fee of 29,90 €. If the order value exceeds the carriage paid limit delivery will be free of charge.

Zone 3 Country	Carriage paid limit	Shipping costs
Bulgaria	EUR 1000,-	EUR 79,90
Greece	EUR 1000,-	EUR 79,90
Ireland	EUR 1000,-	EUR 79,90
Norway	EUR 1000,-	EUR 79,90

For delivery into countries of Zone 3 we charge a delivery fee of 79,90 €. If the order value exceeds the carriage paid limit delivery will be free of charge.

§ 6 Delivery terms and self – supply reservation

§ 6.1 Delivery will usually be made by UPS.

§ 6.2 Actual delivery time is 3 to 5 days if not otherwise stated in the offer. Delivery time depends on the delivery time of our suppliers. We will inform our customers immediately, if the delivery times mentioned in the offer will be exceeded.

§ 6.3 If the delivery attempts of your order fail three times, we are allowed to withdraw from the contract. If necessary, advances to supply are reimbursed immediately.

§ 6.4 If the ordered product is not available through no fault of our own (i.e., if our supplier cannot deliver the goods), we are allowed to withdraw from the contract. In this case we will inform you and try to make you an offer as similar as possible to the intended one. In the case that no similar product is available or you do not wish the delivery of a similar product, possible advances to supply are reimbursed immediately.

§ 6.5 The delivery of luminaires does not include illuminants, unless stated otherwise in the product description.

§ 7 Right of withdrawal

§ 7.1 Consumers have got a right of withdrawal with the following limitations, whereat a consumer is defined as a natural person who engages himself in a legal transaction which cannot be attributed to a commercial or freelancing acting:

Withdrawal instruction

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us

GES | Gesellschaft für Elektroinstallation und Sicherheitstechnik mbH
Nordring 49
44787 Bochum - Germany
Telefon: 0234 516 560 0
Fax: 0234 516 560 29
E-Mail: info@ges-bo.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We will collect the goods. We will bear the cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End withdrawal instruction

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To:

GES | Gesellschaft für Elektroinstallation und Sicherheitstechnik mbH
Nordring 49
44787 Bochum - Germany
Fax: 0234 516 560 29
E-Mail: info@ges-bo.de

I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of the following goods* / for the provision of the following service*

Ordered on* / received on*

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper),

Date

* Delete as appropriate.

[Link to form](#)

§ 7.2 You have no right of withdrawal in case of customized goods or goods specifically manufactured to customer specifications.

§ 7.3 To avoid claims for compensation avoid damaging or soiling the products. Send the goods with all accessories and all parts of packaging. If the original packaging is lost, please make sure to use a packaging that ensures a safe transport.

§ 7.4 In case that you withdrew our partner UPS will collect the goods immediately.

§ 7.5 Please notice that §7.3 and 7.4 are no requirement for a valid withdrawal..

§ 8 Payment agreement

If you want to exercise your right of revocation, you have to defray the costs of returning the goods, if the order value does not exceed 40 euros or if you have not yet effected payment for a order value less than 40 euros. Otherwise the return delivery is free of charge.

§ 9 Methods of payment

§ 9.1 We offer the following methodes of payment:

Cash with order/ c.w.o

If not stated otherwise our invoices are meant to be paid c.w.o. In the case of c.w.o, payment is due two weeks after receiving the acknowledgment of the order intake. The receipt of payment is decisive. In the case of delayed payment GES will inform the customer immediately, if GES will not accept the offer anymore (i.e. due to intermediate price increase) and, if necessary, advances to supply are reimbursed at once. The same is true, if GES did not accept an order or part of an order anymore, even if the payment took place in time.

Paypal

While using Paypal it is possible to pay via credit card or debit note. The debit of your credit card or bank giro account or your Paypal desposit occurs immediately after your order.

Payment on delivery/ POD

The total amount will be charged cash by the mailman or our forwarding agency. In the case of POD 4,90€ will be charged additionally. POD is only possible in Germany.

Credit card

We accept Mastercard and Visa. In the case of payment with credit card, the card will be charged on shipping date. Preliminary, the amount in question will be reserved on your credit card account. Please note that during the credit card payment process you will be forwarded to the websites of our credit card partner SIX Card Solutions Deutschland GmbH, Bornbarch 9, 22848 Norderstedt.

GIROPAY

Online credit transfer under usage of your PIN, TAN and your current account. The debit of your bank giro occurs immediately after completion of the credit transfer. Please note that during the payment process you will be forwarded to the websites of SIX Card Solutions Deutschland GmbH, Bornbarch 9, 22848 Norderstedt.

Purchase on account with BillsAFE

You can pay fast, safe and comfortable on account through our external factoring-partner, the BillsAFE GmbH. This means, that when you choose the payment option “Purchase on account” we convey our claim against you to our factoring-partner, the BillsAFE GmbH, Albert-Einstein-Ring 6, 14532 Kleinmachnow.

Before completing the order you will be forwarded to the website of BillsAFE GmbH, where you have to accept their terms of use and can save all relevant data for your purchase on account. Afterwards you will be reverted to your ongoing order and can complete it.

Please note that the customer has no claim on a payment of the bill. Rather, the possibility of a payment on account depends on a successful appraisal of creditworthiness, conducted by the BillsAFE GmbH. We do not appraise your creditworthiness. You can find more detailed information on the appraisal of creditworthiness on the website of the BillsAFE GmbH. Please note in this context that we do not have any influence on the appraisal of creditworthiness of the BillsAFE GmbH.

Our bills are due without deduction of any cash discounts or reductions within 14 days after receipt of the bill. You will receive the bill at the earliest with the delivered goods.

Please note that the purchase on account is only possible up to an amount of 1.500,00 €. Furthermore, the purchase on account requires that the billing and the shipping address must be in accordance. Shipment to a post-office box or freight station is not possible.

§ 9.2 To safeguard the risk of ones financial standing we reserve the rights to exclude some methods of payment and deliver only c.w.o or POD.

§ 9.3 You only gain rights to setoff, if your claims are legally valid, not challenged or accepted in written form by GES.

§ 9.4 You can only perform liens on claims resulting from the same contract.

§ 10 Reservation of proprietary rights

The goods delivered remain property of GES until the entire purchasing price has been paid. Until the property transfer is completed, pawning, processing or reconfiguration is prohibited.

§ 11 Damage in transit

§ 11.1 In case that you receive goods with obvious transport damage, protest such damages to the forwarding agent and get in contact with us as soon as possible.

§ 11.2 In case that you miss the protest or contact, it has no effect on your warranty. But you would help us to claim our demands towards the transport agency.

§ 12 Warranty

The legal warranty for defects applies.

§ 13 Liability

We exclude liability from cases of slightly careless breaches of duty, if no contract duties, life, body or health or guarantees or claims concerning the Product Liability Act were harmed. The same applies for our vicarious agents.

§ 14 Final Clauses

§ 14.1 The laws of Germany shall apply. In case of contracts with consumers this choice of law only applies insofar, as the granted protection is not revoked by compulsive regulations of the law of the state in which the consumer has its main residence.

§ 14.2 In case of doubt the German terms and conditions apply.

As of: June 2014