General Terms and Conditions

Mafell Online Shop

1. Purchase contract

By clicking on the button “Order with obligation to pay” you place a binding purchase order for the goods contained in your shopping cart. Receipt of your purchase order is confirmed immediately after you have dispatched the purchase order and does not yet constitute an acceptance of the contract. A purchase contract only comes about if the purchase order is confirmed in writing by the selected partner or if the ordered goods are shipped. Sellers of an item are our partners. Our partners sell in their own name and for the account of Mafell AG.

2. Offers

Presentation of the products in the Mafell online shop does not constitute a legally binding offer, but a non-binding online catalogue.

3. Right of cancellation for consumers

A consumer is any natural person who concludes a legal transaction for purposes that can primarily not be attributed either to their commercial or their independent professional activity.

You have the right to cancel this contract within fourteen days without giving reasons. The cancellation period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, have or has taken possession of the goods.
To exercise your right of cancellation, it is sufficient to send the notification of your decision to exercise your right of cancellation to the partner selected by you during the ordering process or directly to us (MAFELL AG, Beffendorfer Straße 4, D-78727 Oberndorf / Neckar, phone: +49 7423 / 812-0, fax: +49 7423 / 812-218, e-mail: **mafell@mafell.de**) before expiry of the cancellation period.
Cancellation is effected by means of an explicit declaration (e.g. a letter sent by post, a fax or an e-mail) regarding your decision to cancel the contract.
You may use the sample cancellation form appended below; its use is however not compulsory.
In order to observe the cancellation period it is sufficient that you dispatch the notification of your decision to exercise your right of cancellation before expiry of the cancellation period.

Consequences of the cancellation

If you cancel this contract, we have to refund any payments we have received from you, including the shipping cost (with the exception of any additional costs arising from the fact that you have chosen another form of delivery than the most inexpensive standard delivery offered by us) without delay and at the latest within fourteen days from the day on which we have received the notification of your cancellation of the agreement.
For the refund, we shall use the same means of payment you have used for the original transaction, provided nothing to the contrary has been expressly agreed with you; on no account will you be charged any fees because of this refund.
We can refuse the refund until we have received the returned goods or until you have provided evidence that you have returned the goods, whichever is the earlier.
You have to send back or hand over the goods to **MAFELL AG, Beffendorfer Straße 4, D-78727 Oberndorf / Neckar** without delay and in any event at the latest fourteen days from the day you have informed us about the cancellation of this contract.
The deadline is met if you dispatch the goods before expiry of the period of fourteen days. The immediate costs of returning the goods are born by you.
Customers will only be required to compensate any loss in value of the goods if this loss is attributable to any handling of the goods that is not necessary to inspect their condition, properties, and functionality.
Sample cancellation form: https://produkte.mafell.de/se/right-of-cancellation-for-consumers

4. Delivery / shipping cost

The shipping cost for your purchase order are listed in the shopping cart and in the overview provided before you click the button “Place order”. Purchase orders totalling more than 5500 SEK are shipped free of charge. Accessory parts that are included in the scope of delivery are set out in our sales documentation or quotations. The order is subject to variations due to model changes. Partial deliveries are permitted.

5. Delivery period

Delivery periods are always non-binding. Claims for damages on account of non-binding delivery periods being exceeded are excluded.

6. Prices and payments

Prices apply as agreed in the effective purchase contract plus the statutory value added tax. All sellers offer the options of paying per advance payment, credit card or on account within 21 days. The term of payment is deemed to have been met if the money is available at a bank of the Mafell partner selected during the ordering process. There is no possibility of deducting a discount. If you are in default with your payment we reserve the right to charge a lump sum of €5 for every reminder letter as compensation for damages incurred; you are however in each case free to prove that no or only lesser damages have been incurred by us. Apart from that, we can charge statutory default interest in the amount of five percent above the base interest rate.

7. Reservation of ownership

We reserve the right of ownership in all goods delivered until their complete payment

8. Warranty and liability for defects of the delivery or the lack of warranted properties

If delivered items exhibit obvious material or manufacturing defects, which also includes transport damages, please lodge your complaint concerning such defects with us or with the employee of the forwarding agent delivering the items without delay. However, failing to claim the defect has no consequences for your legal claims. For any defects of the purchased item occurring during the statutory warranty period, you are entitled at your discretion to the statutory rights of supplementary performance, rectification of defect/replacement and – provided the statutory requirements are satisfied – to the further rights of reduction of the purchase price or withdrawal from the contract, and in addition the right to compensation, including compensation of the damage instead of fulfilment and compensation for futile expenses.

9. Other liability

Claims for damages of the ordering party are excluded. Provided liability is based on the Product Liability Act, the previous clause shall not apply in the event of wilful intent or wilful negligence, in the event of a lack of warranted properties, i.e. such contractual obligations the violation of which jeopardises the purpose of the contract.

10. Our right of withdrawal from the contract

We are entitled to withdraw from the contract in whole or in part while observing an appropriate period of notice if unforeseen events affect us or one of our sub-suppliers and/or the impossibility of fulfilment of the contract transpires subsequently.
The ordering party cannot raise any claims for damages on account of this withdrawal.

11. Resolution of consumer disputes

We are neither prepared nor obliged to participate in dispute resolution procedures before a consumer arbitration board.
We nevertheless aim to find an amicable solution in case of disputes with our customers. Thus, if you are not satisfied with one of our offers, you can contact us at **mafell@mafell.de**.

12. Place of performance and place of jurisdiction

Place of performance is D-78727 Oberndorf a.N. Place of jurisdiction is the local court of Oberndorf or the district court of Rottweil. The contractual relations and their interpretation shall be solely governed by German law under exclusion of the rules relating to conflict of laws and under exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

MAFELL AG · Beffendorfer Straße 4 · 78727 Oberndorf a. N. · Germany · phone +49 7423 / 812-0 · fax +49 7423 / 812-218 · e-mail mafell@mafell.de · www.mafell.com

Legal form: Joint stock company (Aktiengesellschaft) · Company head office: Oberndorf a. N. · Court of registration Stuttgart HRB 480918 · VAT Id./No. TVA/VAT: DE 185 575 062
Tax number 150 502 00 94 · Chairman of the Supervisory Board: Dipl.-Ing. Hans-Joachim Bender · Board of Directors: Dipl.-Ing. (FH) Thorsten Bühl (Chairman), Dipl.-Kfm. Dr. Felix Prothmann

Bank account	Commerzbank AG	Kreissparkasse Rottweil	Volksbank Schwarzwald-Donau-Neckar eG
IBAN code	DE10 6008 0000 0410 5205 00	DE26 6425 0040 0000 8280 00	DE47 6439 0130 0648 2220 04
BIC code	DRESDEFF600	SOLADES1RWL	GENODES1TUT