



I. Section I – General terms

§ 1 Basic general terms

(1) The following terms and conditions apply to all contracts that you conclude with us as HT CONNECT GmbH & Co.KG on the website www.pvc-welt.de. Unless otherwise agreed, the inclusion of any own terms and conditions used by you is contradicted.

(2) Consumer in the sense of the following regulations is any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor his self-employed professional activity. Entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his independent professional or commercial activity.

§ 2 Concluding the agreement

(1) The object of the agreement is the sale of goods. Our offers on the Internet are non-binding and are not a binding offer for concluding an agreement.

(2) You can receive a binding purchase offer (order) via the online shopping cart system. The goods to be purchased will be placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button on the toolbar and make changes there at any time. After calling up the "Checkout" page and entering the personal data as well as the payment and shipping terms, all of the order data are displayed again on the order overview page. Prior to sending the order, you have the option to check all of the information again, to make changes (via the "back" function in the Internet browser) and to finalize the purchase. By sending the order via the "Buy now" button, you enter into a binding offer with us. You will then receive an automated email about your order placement, which does not yet lead to the conclusion of the agreement.

(3) The acceptance of the offer (and thus concluding the agreement) takes place at the moment of invoicing or shipping of the goods. This is usually done within the specified processing and delivery times. If you do not receive a message, you are no longer bound to your order. Payments already made in this case will be reimbursed immediately.

In case of advance invoicing (only for business customers) we adhere to the price indicated on the invoice for a maximum of 7 days. In case of late payment, we reserve the right to adjust the price.

(4) The processing of the order and transfer of all of the information needed in connection with concluding the agreement occurs via email, in part automatically. Therefore, please ensure that the email address provided is correct, receipt of emails is technically enabled and, in particular, not blocked by a SPAM filter.

§ 3 Retention of title

(1) The user can only exercise a right of retention as far as it concerns claims from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

(3) If you are a company, following terms are valid for you:

a) We retains title to the goods and services until all claims arising from the current business relationship have been settled in full. Prior to transfer of ownership of the reserved goods, pledging, resale, rental, gifting or transfer by way of security is not permitted and may not be given to third parties for repair.

b) The user may resell the goods in the ordinary course of business. In this case, the user hereby assigns to HT CONNECT, which accepts the assignment, all claims in the amount of the invoice amount accruing to him from the resale. The user is further authorized to collect the claim. If the user does not properly meet his payment obligations, we reserve the right, however, to collect the claim itself.

c) If the reserved goods are combined and mixed, we acquire co-ownership of the new object in the ratio of the invoice value of the reserved goods to the other processed objects at the time of processing.

d) We undertake to release the securities to which it is entitled at the user's request to the extent that the realisable value of the securities exceeds the claim to be secured by more than 10%. The choice of the securities to be released is incumbent on us.

§ 4 Warranty

(1) In principle, the statutory warranty rights exist.

(2) Limited to companies, the following applies in deviation from paragraph 1:

a) Only the information provided by us and the product descriptions of any other manufacturer shall be deemed agreed as the quality of the goods, but not other advertising, public praise or statements by the manufacturer.

b) You are obliged to inspect the goods immediately and with due care for deviations in quality and quantity and to notify us of obvious defects within 7 (seven) days of receipt of the goods in text form (e.g. e-mail); timely dispatch is sufficient to meet the deadline. This shall also apply to hidden defects discovered at a later date. The assertion of warranty claims is excluded in the event of violation of the obligation to inspect and give notice of defects.

c) In the event of defects, we shall, at our discretion, provide warranty by repair or replacement. If the remedy of the defect fails, the user may, at his discretion, demand a reduction or withdraw from the contract. The remedy of the defect shall be deemed to have failed after a second unsuccessful attempt, unless something else results, in particular, from the nature of the item or defect or other circumstances. In the event of rectification, we do not have to bear the increased costs arising from the transport of the goods to a location other than the place of performance, provided that the transport does not correspond to the intended use of the goods.

d) The warranty period shall be one year from delivery of the goods. The shortened warranty period shall not apply to culpably caused damages attributable to us arising from injury to life, limb or health and to damages or malice caused by gross negligence or willful intent, as well as to recourse claims pursuant to §§ 478, 479 BGB (German Civil Code).

§ 5 Acceptance refusal, products to be returned by the buyers and failed pick-up from collection center

Shipping costs will not be refunded in case of refusal of acceptance, since it is a violation of section §433 (2) of the German civil code "*...the buyer is required to pay the purchase price agreed to the seller and to accept the purchased item...*" .

In case of refusal to accept the goods or an early return, the buyer does not accept the item and is responsible for the costs incurred. Furthermore, no right of withdrawal can be carried out.

The return shipment within Germany will be paid by the buyer and will be € 8.00 gross.

The return shipment from Austria will be paid by the buyer and will be minimum € 8.00 gross per package and will depend on the volume and weight.

The return shipment of oversized goods (oversize, pallets or carrier deliveries) within Germany will be paid by the buyer and will be 95,20€ gross.

The return shipment of oversized goods (oversize, pallets or carrier deliveries) from Austria will be paid by the buyer and will be minimum 95,20€ gross and will depend on the volume and weight.

If the courier does not arrive at the specified delivery address, the delivery can be deposited in a GLS collection center to be picked up. The delivery will be left in the warehouse for a max. 5 (five) working days. You will receive information from GLS and from us at the specified email address. The package will be returned to us after 5 (five) working days. Shipping costs will not be refunded or deducted in the case of free delivery, currently € 4.90 gross - abroad in accordance with the indicated shipping costs. The buyer will be charged for the return shipment of the goods.

If the carrier does not meet you on the agreed date, there will be no automatic further delivery. A new delivery is associated with additional costs, which we charge in advance of a further delivery to you. These costs depend on the shipping company and cannot be given as a flat rate. If the buyer refuses the additional costs for the new delivery or if the buyer is not reachable within 2 working days from the first delivery attempt (at the e-mail address of the customer account), the goods will be returned. The return of goods by carrier (long goods, pallet goods or / and bulky goods) will be invoiced to the buyer and amounts within Germany to € 95.20 gross, in Austria to € 154.90 gross, in Denmark to € 202.30 gross. A storage of the goods at the forwarder is not possible.

The deliveries of heavy or oversized goods through carrier are DAP Incoterms 2020 free to kerbside. In case of long goods or large reels, help is necessary during unloading.

In case of carrier oversized deliveries, the delivery address is usually clarified in advance by telephone or email by our specialized staff. This service is free for the buyer.

A change of the delivery address is only possible if the chosen payment method is "wire transfer".

The transport order issued by us to the executing shipping company cannot be changed by the customer after the order has been shipped.

By changing the delivery address at a later time, the customer places a new order with the shipping company. Any additional costs are entirely borne by the customer or recipient.

Due to the new order or the arrangements made between the recipient and the shipping company or the agent of the shipping company, the sender cannot be held responsible. The risk of damage and loss is transferred to the recipient in accordance with ancillary agreements.

§ 6 Additional order, editing the order

Payment method: Wire transfer

If the payment has not yet been made, it is possible to integrate an additional order or modify the existing one, but only if the payment method "wire transfer" has been chosen. If the payment has already been made and the order is already being processed, no changes can be made.

With other payment methods it is not possible to combine two orders or make changes.

If the payment has already been made and the order is already being processed, it is no longer possible to cancel the order.

§ 7 Liability

(1) We are liable without limitation for damages resulting from injury to life, limb or health. Furthermore, we shall be liable without limitation in all cases of intent and gross negligence, fraudulent concealment of a defect, assumption of warranty for the quality of the subject matter of the contract and in all other cases regulated by law.

(2) Liability for defects within the scope of the statutory warranty shall be governed by the corresponding provision in Section II and Section I.

(3) If essential contractual obligations are affected, the liability of HT CONNECT in case of slight negligence is limited to the foreseeable damage typical for the contract. Essential contractual obligations are essential obligations which result from the nature of the contract and the breach of which would endanger the achievement of the purpose of the contract as well as obligations which the contract imposes on HT CONNECT according to its content for the achievement of the purpose of the contract, the fulfilment of which makes the proper execution of the contract possible in the first place and the observance of which the user may regularly rely on.

(4) In the event of a breach of insignificant contractual obligations, liability for slightly negligent breaches of duty shall be excluded.

(5) At present, data communication via the Internet cannot be guaranteed at any time and / or without errors. Therefore we are not responsible for the permanent availability or any interruption of availability of the website and the services offered there.

§ 8 Choice of law, place of performance and place of jurisdiction

(1) German law shall apply. For consumers, this law is valid only if the protection granted is not subtracted from the binding provisions of the law of the consumer's habitual residence status (principle of prevalence of the most favorable rule).

(2) Place of performance for all services arising from the business relations existing with HT CONNECT and place of jurisdiction is the registered office of HT CONNECT, insofar as the user is a merchant, legal entity under public law or special fund under public law. The same applies if the user does not have a general place of jurisdiction in Germany or the EU or if the place of residence or usual abode is not known at the time the action is filed. The right to also appeal to the court at another legal place of jurisdiction remains unaffected by this.

(3) The provisions of the Convention on the international sale of goods are expressly not applicable.

II. Section II – Customer information

1. Identity of the seller

HT CONNECT GmbH & Co. KG

Norisstraße 4
91257 Pegnitz
Germany

Phone: +49 9241 9109100

E-Mail: info@ht-connect.de

The European Commission provides a platform for alternative extra-judicial dispute resolution, accessible on the website <http://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

2. Information relating to the formulation of the contract

The technical phases of the stipulation of the contract, the stipulation itself and the possibility of correction take place in accordance with section § 2 of our General Conditions (Section I).

3. Contract language, saving the contractual text

3.1. The contractual language is German.

3.2. The complete contractual text is not kept with us. Before sending the order through the online shopping cart, the contractual data can be printed using the browser's print function or saved electronically. After receipt of the order from us, the order data, the information required by law for distance selling contracts and the general business conditions are sent back to you via email.

3.3. For requests for quotes outside the online shopping cart system, you will receive all the contract data together with a binding offer by e-mail, which you can print or save electronically.

4. Main characteristics of the goods or service

The fundamental characteristics of the goods and/or services are found in the description of the article and in the supplementary indications on our website.

5. Prices and payment methods

5.1. The prices shown in the respective offers, as well as the shipping costs, represent total prices. They contain all the components of the price, including all taxes.

5.2. The shipping costs accrued are not included in the purchase price and can be called up using a special button on our website, or on the respective page of the article, they are reported separately during the processing of the order and are at your expense, except in cases where delivery is guaranteed without shipping costs.

5.3. The payment methods made available to you are specified on a specific page of our website or in the respective description of the article.

5.4. Unless otherwise specified for individual payment methods, the payment rights resulting from the stipulated contract expire immediately.

6. Terms of delivery and shipping

6.1. Delivery takes place with the GLS courier for goods that can be shipped as a package or with a shipping company for goods that cannot be shipped as a package. The delivery time of the goods that can be sent as a package (without selecting the Express option) is a maximum of 4 days, however if the orders are received by 14:00 and the payment has already been received, they are generally shipped the same day. Deliveries through shipping company have a duration of 4-6 working days, however your lack of availability for delivery can have a negative impact on the duration.

6.2.1. If you are a consumer, it is established by law that the risk of the involuntary loss or deterioration of the goods sold during shipping passes to the customer only at the time of delivery of the goods, regardless of whether the shipment is insured or not. This does not apply if you have independently commissioned a transport company not appointed by us or a person responsible for carrying out the shipment.

6.2.2. If you choose a delivery address for the shipment that does not represent the final address and the goods are sent back (e.g. via the delivery service), we will not be liable for accidental deterioration or damage caused by the new shipment. In this case, make sure that the goods are checked for any damage and that the delivery address indicated is correct. A deterioration of the goods or damage, which is determined after being forwarded to a new delivery address, are not our responsibility.

If you are a company, delivery and shipping take place at your own risk.

6.3. Transmission of data to our logistics partner

The address data provided will be used to send the ordered goods and will be sent to our logistics partner.

To use the following services offered by our logistics partner, you must also send the e-mail address provided:

- FlexDelivery – delivery option
- Notification of expected delivery period for shipment
- Authorization to deposit

If a deposit authorization is issued to the logistic partner or an authorization already exists, the risk or responsibility passes to the authorization signatory or to the customer and relieves us of responsibility for any loss or damage.

To use the following services offered by our logistics partner, you must also transmit the telephone number provided:

- Delivery by shipping company

By sending the order or accepting a binding offer via the "buy now" button, we are granted authorization to transmit the necessary data to our logistics partners.

6.4. Cancellation of an unpaid order

When ordering through our online shop, the corresponding items and quantities are booked. Unpaid orders block our stocks, for this reason orders for which a payment has not yet been received after seven days will be automatically canceled. However, it is possible to reactivate the order at any time.

By canceling the order, the items or quantities reserved by this order are put up for sale again and can be purchased by other customers. If the payment is made after canceling or reactivating an order, the desired shipping time can no longer be guaranteed because the desired items or quantities may have already been purchased by other customers.

7. Legal warranty claim for defects

7.1. Liability for defects in our products is based on the "Warranty" section in our General Conditions (Section I).

7.2. As a consumer, please check the goods at the time of delivery to verify completeness, the presence of obvious defects and transport damage and to communicate any complaints as soon as possible to us and the shipper. In case of omission this has no effect on the legal warranty rights.

8. Alternative dispute resolution

The seller is not obliged and generally unwilling to participate in a dispute resolution procedure before a consumer arbitration board.