

Order cancellation

Cancellation Policy & Revocation Form

Consumers are entitled to a right of withdrawal in accordance with the following conditions, whereby consumers are any natural person who enters into a legal transaction for purposes which can not be attributed predominantly to their commercial or self-employed activities:

A. Revocation instruction

Withdrawal

You have the right to revoke this contract within 1 month without giving reasons.

The period of revocation shall be one month from the date on which you or a third party you designate, which is not the carrier, has or has taken possession of the last product.

In order to exercise your right of revocation, you must inform us (Christian Pulvermüller, Morgenstern 5, 31177 Harsum, Tel .: 05127-5007, E-Mail: info@cp-sports.de) by means of a clear statement mail or e-mail) about your decision to revoke this contract. You can use the enclosed sample revocation form, but this is not mandatory.

In order to keep the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this agreement, we will pay you all the payments we have received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favorable standard delivery offered by us) within a period of fourteen days from the date on which the notice of revocation of this contract has been received by us. For such repayment, we will use the same means of payment as you have used in the original transaction, unless you have expressly agreed otherwise; in no case will you be charged for these repayment fees. We may refuse repayment until we have recovered the goods or until you have demonstrated that you have returned the goods, whichever is earlier.

You must return the goods to us immediately or in any case no later than fourteen days from the date on which you inform us of the revocation of this contract. The deadline is respected if you send the goods before the end of the period of 14 days.

They bear the immediate cost of returning the goods.

They shall only be liable for any loss in value of the goods if this loss of value is attributable to the handling of the goods which is not necessary to check the quality, characteristics and functioning of the goods.

B. Revocation Form

If you want to revoke the contract, please fill out this form and return it.

At

Christian Pulvermüller
cp-sports
Morgenstern 5
31177 Harsum
Germany
E-Mail: info@cp-sports.de

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*):

Ordered on (*) _____ / received on (*) _____

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer (s) (only in the case of a communication on paper)

Date

(*) Delete as appropriate

Terms of Service

General terms and conditions with customer information

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1) Scope of application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Christian Pulvermüller (hereinafter referred to as "Seller") shall apply to all contracts made by a consumer or entrepreneur (hereinafter referred to as the "Customer") goods and / or services. This is without prejudice to the inclusion of the customer's own conditions, unless otherwise agreed.

1.2 Consumers within the meaning of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes which are predominantly neither commercial nor self-employed. Entrepreneurs within the meaning of these General Terms and Conditions is any natural or legal person or a legal person who is a legal person in the exercise of his independent professional or commercial activity upon conclusion of a legal transaction.

2) Conclusion of contract

2.1 The product descriptions contained in the seller's online shop do not represent a binding offer by the seller, but serve as a binding offer by the customer.

2.2 The customer can submit the offer via the online order form integrated into the seller's online shop. After placing the selected goods and / or services in the virtual shopping cart and having completed the electronic ordering process, the customer makes a legally binding contract offer with respect to the goods and / or services contained in the shopping basket by clicking the button closing the order process , Furthermore, the customer may also submit the offer by telephone, fax, e-mail or postal service to the seller.

2.3 The seller can accept the offer of the customer within five days,

- by submitting to the customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the customer is decisive;
- by delivering the ordered goods to the customer, whereby the access of the goods to the customer is decisive, or
- by requesting the customer to make payment after submitting his order.

If more than one of the above-mentioned alternatives are provided, the contract shall come into force at the time when one of the above alternatives occurs first. If the seller does not accept the offer of the customer within the aforementioned deadline, this shall be considered a rejection of the offer with the result that the customer is no longer bound to his consent.

2.4 The deadline for the acceptance of the offer begins on the day after the submission of the offer by the customer and ends with the expiry of the fifth day following the submission of the offer.

2.5 When submitting an offer via the seller's online order form, the contract text is stored by the seller and sent to the customer in text form (eg e-mail, fax or letter) after sending his order together with these terms and conditions. In addition, the contract text is archived on the website of the seller and can be accessed free of charge by the customer via his password-protected customer account, indicating the corresponding login data provided that the customer has created a customer account in the seller's online shop before sending his order.

2.6 Before binding the order via the seller's online order form, the customer can correct his / her input continuously using the usual keyboard and mouse functions. In addition, all entries are displayed once again in a confirmation window before the binding delivery of the order and can also be corrected there using the usual keyboard and mouse functions.

2.7 Only the German language is available for the conclusion of the contract.

2.8 Order processing and contacting are generally carried out by e-mail and automated order processing. The customer has to ensure that the e-mail address specified by him for order processing is correct so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the order processing department can be sent.

3) Right of revocation

Consumers are generally entitled to a right of revocation. Further information on the right of revocation can be found in the seller's revocation instruction.

4) Prices and terms of payment

4.1 Unless otherwise stated in the seller's offer, the prices quoted are final prices, which include the statutory value-added tax. If applicable additional shipping and shipping costs are indicated separately in the respective product description.

4.2 In the case of deliveries to countries outside the European Union, additional costs may arise in a particular case which are not the responsibility of the seller and which must be borne by the customer. This includes, for example, costs for the transfer of money by credit institutions (for example, transfer fees, exchange rate fees) or import taxes (eg duties).

4.3 Various payment options are available to the customer, which are stated in the seller's online shop.

4.4 If prepayment has been agreed, the payment is due immediately after conclusion of the contract.

4.5 When selecting the SEPA direct debit payment method, the invoice amount is payable after the issuance of a SEPA direct debit mandate, but not before the expiry date for the pre-financing. The direct debit is collected when the ordered goods leave the seller's warehouse, but not before the expiry date for the pre-financing. "Pre-Notification" means any communication (eg invoice, policy, contract) of the Seller to the customer who announces a debit using the SEPA direct debit. If the direct debit is not accepted or contravened by the customer in the absence of adequate account assignment or due to the provision of a false bank account, the customer is entitled to bear the fees arising from the repayment of the respective credit institution if he is responsible for this ,

5) Delivery and shipping conditions

5.1 The goods shall be delivered by the dispatch route to the delivery address indicated by the customer, unless otherwise agreed.

5.2 If the transport company sends the goods back to the seller, since delivery to the customer was not possible, the customer bears the costs for unsuccessful dispatch. This does not apply if the customer is not responsible for the circumstance which led to the impossibility of the delivery or if he was temporarily prevented from accepting the offered service, unless the seller announced the service a reasonable time before would have.

5.3 In principle, the risk of accidental loss and accidental deterioration of the goods sold will pass to the customer or a person entitled to receive the goods. If the customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration in the case of the sale of the goods shall be transferred to the transport agent at the place of business of the seller upon delivery of the goods.

5.4 The seller reserves the right to withdraw from the contract in the event of incorrect or non-correct self-deliveries. This applies only in the event that the non-delivery is not the responsibility of the vendor and that the latter has concluded a concrete cover transaction with the supplier with due diligence. The seller will make every reasonable effort to procure the goods. In the case of non-availability or partial availability of the goods, the customer will be informed immediately and the consideration paid immediately.

5.5 In the case of a self-collection, the seller first notifies the customer by e-mail that the goods ordered by him are ready for collection. After receipt of this e-mail, the customer can collect the goods after consultation with the seller at the seller's place of business. In this case, no shipping costs will be charged..

6) Proprietary reservation

6.1 Compared to consumers, the seller reserves the right to ownership of the delivered goods until full payment of the purchase price owed.

6.2 In the case of entrepreneurs, the seller reserves the right to ownership of the delivered goods until the full settlement of all claims arising from a current business relationship.

6.3 If the customer acts as an entrepreneur, he is entitled to resell the reserved goods in the proper business. All claims arising therefrom against third parties shall be paid in advance to the seller in the amount of the respective invoice value (including value-added tax). This assignment applies irrespective of whether the reserved goods have been resold without or after processing. The customer remains authorized to collect the claims even after the assignment. The power of the seller to collect the claims himself remains unaffected. However, the seller will not collect the claims as long as the customer complies with his payment obligations to the seller, is not in default with payment and no application for opening insolvency proceedings is filed.

7) Liability for defects

If there is a defect in the purchase, the statutory provisions apply. Deviating from this, the following applies to items which have not been used for a building according to their usual usage:

7.1 For entrepreneurs

- an insignificant defect does not in principle constitute any deficiency claims,
- the seller has the choice of the type of supplementary performance,
- in the case of new goods, the limitation period for defects shall be one year from the transfer of risk.
- in the case of used goods the rights and claims due to defects are excluded in principle.
- the limitation period does not begin again if a replacement delivery takes place within the scope of the defect liability.

7.2 For consumers the limitation period for claims for defects is

- for new goods, two years from delivery of the goods to the customer.
- for used goods one year from delivery of the goods to the customer, with the restriction of the number 7.3.

7.3 For entrepreneurs and consumers, the above limitations of liability and limitation periods in clause 7.1 and clause 7.2 do not relate to claims for damages or reimbursement of expenses which the purchaser can assert pursuant to the statutory provisions for deficiencies according to clause 8.

7.4 In addition, the statutory limitation periods for the right of recourse pursuant to § 478 BGB shall remain unaffected. The same applies to entrepreneurs and consumers in the case of intentional breach of duty and fraudulent concealment of a defect.

7.5 If the customer acts as merchant i.S.d. § 1 HGB, the commercial obligation to investigate and to notify him shall be subject to § 377 HGB (Commercial Code). If the customer fails to comply with the advertising requirements laid down therein, the goods shall be deemed approved.

7.6 If the customer acts as a consumer, he is requested to complain to the supplier of delivered goods with obvious transport damages and to inform the seller thereof. If the customer does not comply with this, this has no effect on his statutory or contractual deficiency claims.

7.7 If the supplementary performance has been carried out by way of a replacement delivery, the customer is obliged to return the goods delivered first to the seller within 30 days at his expense. The defective goods must be returned in accordance with the legal regulations.

8) Liability

The seller is liable to the customer from all contractual, contractual and statutory, also tortious, claims for damages and expenses as follows:

8.1 The seller is liable for all legal grounds without restriction

- in cases of intent or gross negligence,
- in case of negligent or intentional injury to life, body or health,
- on the basis of a guarantee promise, insofar as nothing else is stipulated,
- due to mandatory liability such as the Product Liability Act.

8.2 If the seller negligently violates a fundamental contractual obligation, the liability is limited to the contract-typical, foreseeable damage, as long as not in accordance with point 8.1 unlimited liability is. Significant contractual obligations are obligations which the contract imposes on the seller according to its content in order to achieve the purpose of the contract, the fulfillment of which enables the proper execution of the contract at all, and on which the customer may regularly rely.

8.3 In all other respects, the Seller's liability is excluded.

8.4 The above liability provisions shall also apply with regard to the Seller's liability for his vicarious agents and legal representatives.

9) Applicable law

For all legal relations of the parties, the law of the Federal Republic of Germany applies to the exclusion of the laws on the international purchase of movable goods. In the case of consumers, this choice of law applies only in so far as the protection afforded by mandatory provisions of the law of the country in which the consumer is habitually resident is not withdrawn.

10) Court of jurisdiction and place of performance

The place of performance for all obligations arising from the contractual relationship is the respective seat of C.P. SPORTS. The court of jurisdiction for all disputes arising from the contractual relationship as well as from its arising and its effectiveness is also the respective seat of C.P. SPORTS.