

# **GENERAL TERMS AND CONDITIONS**

Lehner Motoren Technik

## **Sect. 1 Scope of validity, customer information**

The following general terms and conditions (GTC) govern the contractual relationship between Lehner-Motoren-Technik Lehner Motoren Technik and consumers and entrepreneurs who purchase goods in our shop. Conditions that oppose or differ from our terms and conditions are not accepted by us. The contract language is German.

## **Sect. 2 Conclusion of contract**

(1) The offers on the internet represent a non-binding invitation to you to purchase goods.

(2) You can put one or more products into the cart. In the course of the order process you enter your data and desires concerning payment method, delivery modalities etc. Once you have clicked the order button, you submit a binding offer to conclude a purchase contract. You can also submit a binding order by telephone. The immediate confirmation by e-mail that your order has been received does not yet constitute acceptance of the offer to buy.

(3) We are entitled to accept your offer by sending an order confirmation by e-mail within 1 working day. If the period in sentence 1 expires without acceptance, your offer is deemed to have lapsed, i.e. you are no longer bound to it. In the case of a telephone order, the purchase contract is deemed valid if we accept your offer immediately. If the offer is not accepted immediately, then you are no longer bound to it.

## **Sect. 3 Customer information: Storage of the contractual text**

The contract with the item details (e.g. kind of product, price) will be stored by us. We will send the GTC to you, but you can download the GTC at any time in addition, over our web page. As a registered customer you will have access to your past orders in the customer login area: Your account.

## **Sect. 4 Customer information: Correction note**

You can amend your entries at any time before submitting the order by using the delete key. We will keep you informed throughout the checkout process of further correction options. You can terminate the order process also at any time by closing of the browser window completely.

### **Sect. 5 The warranty**

The warranty complies with the statutory provisions.

### **Sect. 6 Limitation of liability**

We exclude liability for minor negligence in breach of duty, provided such breaches do not involve essential contractual obligations, damages caused by death, bodily injury, impaired health or guarantees or affect claims under the *Produkthaftungsgesetz (ProdHaftG, Product Liability Act)*. The same applies to breaches of duty by any of our agents and legal representatives. The contractual obligations include, in particular, the obligation to deliver the item and title to you. We furthermore must deliver to you the item free of material defects and deficiencies.

### **Sect. 7 Jurisdictional venue**

The exclusive jurisdictional venue for all disputes arising under this contract is our registered office, if you are a merchant.