

Conditions of Use and Privacy Policy

I. Validity of the conditions

1. The services and deliveries of Kaufmann Automotive GmbH are carried out on the basis of the present terms and conditions.
2. In the area of commercial business transactions, counter-confirmations with reference to business or purchasing conditions are hereby expressly contradicted. This shall also apply in the event that these are transmitted by letter of confirmation.
3. Individual agreements shall remain unaffected by the aforementioned provisions.

II. Delivery times, delivery, partial delivery

1. If the non-compliance or delay of an agreed delivery period is due to force majeure, industrial action, fire, unforeseen obstacles or other circumstances for which Kaufmann Automotive GmbH is not responsible, the delivery period shall be extended for the duration of these events. This shall apply accordingly in the event that Kaufmann Automotive GmbH is in default of delivery upon occurrence of one of these events.
2. In the event of the prevention of performance within the meaning of clause 1 of more than one month, Kaufmann Automotive GmbH and the customer shall be entitled to withdraw from the contract with regard to the delayed delivery. In the event of non-compliance with the delivery date for reasons other than those stated in item 1, a right of withdrawal shall only exist for the customer. For the withdrawal by the customer, it is necessary that he has set Kaufmann Automotive GmbH a reasonable grace period of at least 2 weeks in writing with a threat of rejection.
3. Delivery periods shall only be binding if expressly agreed in writing.
4. We reserve the right to charge the customer the costs incurred by us (packaging, dispatch, storage, possible fees of the commissioned transport company) for shipments returned to Kaufmann Automotive GmbH due to an incomplete or incorrect address as well as for unaccepted or uncollected shipments.
5. In commercial business transactions Kaufmann Automotive GmbH is entitled to make partial deliveries.

III. Conclusion of contract

1. All offers of Kaufmann Automotive GmbH are subject to confirmation. A contract shall only be concluded upon order confirmation or delivery by Kaufmann Automotive GmbH. Unless otherwise agreed, the customer is bound to the orders for 14 days.
2. Kaufmann Automotive GmbH shall only become a contractual partner of a purchase contract if it is not expressly pointed out within the ordering process via the Internet that there is no mediation of offers to third parties.

IV. Right of revocation

1. The consumer is entitled to a right of revocation in the case of dispatch delivery. The revocation period begins with the time of receipt of the goods by the consumer. The withdrawal period is two

weeks. The revocation does not require any justification. The timely dispatch of the revocation in text form to the address of Kaufmann Automotive GmbH stated below by post or email is sufficient to meet the deadline. A right of revocation does not exist for contracts for the delivery of...

- goods that have been specially manufactured according to customer specifications,

- contracts for the delivery of audio and video recordings or software if the delivered data carriers have been unsealed or registered by the consumer or registered or licensed for downloads.

2. The customer has to bear the transport costs of the return. A return shipment must always be well packed and delivered free of charge. The note "Return of goods" must be clearly visible on the consignment.

3. The consumer has to pay compensation for a deterioration caused by the intended use of the goods, unless the deterioration is exclusively due to the inspection of the goods.

V. Warranty

1. Kaufmann Automotive GmbH warrants that deliveries and services are free of defects within the meaning of warranty law for a period of 24 months within the scope of the following provisions.

2. The warranty does not cover defects and damages which are causally connected with the fact that the customer has not complied with the regulations on installation, hardware and software environment and use and conditions of use, unless the customer proves that these circumstances are not the cause of the defect complained of.

3. If the delivery or service is defective, the customer may, at his own discretion, demand removal of the defect or replacement delivery. In order to prevent loss of data in the event of repair or defect of the goods, it is recommended that regular data backups be carried out, as liability for such consequential damage is excluded. This exclusion of liability does not apply to intent or gross negligence. If for Kaufmann Automotive GmbH the removal of defects or replacement delivery (subsequent performance) is only possible at disproportionately high costs, the customer's claims shall be limited to another type of subsequent performance. If the supplementary performance fails twice, the customer is entitled, at his option, to cancel the contract (rescission) or to demand a corresponding reduction in payment (reduction) and damages.

4. Kaufmann Automotive GmbH grants a warranty of one year on articles which are designated as used goods.

5. In order to ensure the fastest possible processing, a copy of the purchase invoice/delivery note and a detailed error description should be enclosed with the return of the goods.

6. In this context, the customer should return the claimed goods to Kaufmann Automotive GmbH properly, if possible in their original packaging. Liability cannot be accepted for damage caused by the customer due to improper packaging.

7. The handling of unjustified warranty or guarantee claims, if these are due to intent or gross negligence, is subject to a charge of the expenses incurred by us, whereby the customer the proof of a lesser expense is reserved. Kaufmann Automotive GmbH reserves the right to charge its suppliers flat-rate costs in these cases.

8. Devices or articles that were not purchased from Kaufmann Automotive GmbH will be returned

unrepaired and the costs incurred by us will be charged. If a return shipment of repaired or unrepaired devices or articles is not possible for reasons for which we are not responsible, or if the costs are not borne in advance by the owner of the device or article, a maximum storage period of 3 months applies. The storage period shall commence upon receipt of the device or article by us, after the expiry of which it shall be disposed of at our expense.

9. Repairs outside the warranty period are subject to a charge.

VI. Retention of title

1. Kaufmann Automotive GmbH retains title to the delivered goods until payment has been made in full.

2. The customer hereby assigns to Kaufmann Automotive GmbH any claims and remuneration claims (e.g. from tort, insurance claims) to which he is entitled with regard to the reserved goods in the amount of the invoice value of the reserved goods.

3. The reserved goods owned by Kaufmann Automotive GmbH shall be insured against fire, water, theft and burglary in commercial business transactions for the duration of the reservation of title. The rights arising from this insurance are assigned to Kaufmann Automotive GmbH, which accepts the assignment.

4. In commercial business transactions, Kaufmann Automotive GmbH retains title to the delivery items until receipt of all payments arising from the business relationship with the purchaser. In the course of the current account reservation, the recognised balance shall also be recorded if claims against the purchaser are booked within the framework of the current invoice.

5. The customer is only entitled to resell, pledge, transfer by way of security, rent or transfer the reserved goods abroad with the prior written consent of Kaufmann Automotive GmbH.

6. If the object of purchase is inseparably combined or mixed with other objects not owned by Kaufmann Automotive GmbH, Kaufmann Automotive GmbH shall acquire co-ownership of the new object in the ratio of the value of the object of purchase to the other combined or mixed objects at the time of the combination or mixing.

7. If third parties access the reserved goods, the customer must point out the ownership of Kaufmann Automotive GmbH and inform it immediately in writing.

VII. Payment, default of payment

1. Payments must be made free of costs and expenses to the bank accounts of Kaufmann Automotive GmbH stated on the invoice. In addition, Kaufmann Automotive GmbH is entitled to demand interest on arrears of 5% above the base interest rate as damage caused by default or, in the case of legal transactions in which a consumer is not involved, 8% above the base interest rate. The assertion of a higher damage incurred by Kaufmann Automotive GmbH remains unaffected. The customer is entitled to prove that Kaufmann Automotive GmbH has incurred no damage or less damage.

2. The customer may only offset claims of Kaufmann Automotive GmbH against undisputed or legally established claims.

3. In commercial transactions, a right of retention and a right to refuse performance on the part of

the purchaser are excluded with the exception of undisputed or legally established counterclaims.

VIII. Liability and limitations of liability

1. In the event of a breach of cardinal (main) duties essential to the contract, Kaufmann Automotive GmbH shall be liable for culpable damage. Otherwise, liability shall only exist in the case of intent and gross negligence.

2. If and insofar as the liability of Kaufmann Automotive GmbH is excluded, this shall also apply to the personal liability of the employees, representatives and vicarious agents of Kaufmann Automotive GmbH.

IX. Software, access data, literature

1. In the case of the delivery of software or literature, the special licensing and other conditions of the manufacturer shall apply in addition to these terms and conditions. With the acceptance of the aforementioned goods, their validity is expressly acknowledged.

2. Access to customer accounts and software licenses is password-protected using the access data assigned to the customer by the provider. The customer is obliged to keep the access data and passwords secret and to prevent unauthorised use by third parties; he shall also ensure that the users concerned also comply with this obligation.

3. The customer shall immediately inform Kaufmann Automotive GmbH of any misuse of access data or passwords or access to customer accounts and software licenses. In the event of misuse, Kaufmann Automotive GmbH is entitled to block access to the respective customer accounts and licenses until the circumstances have been clarified and the misuse has been remedied.

4. For software licenses and license upgrades, the customer must fulfill the prerequisites necessary for our service within 3 months of the purchase at the latest and inform Kaufmann Automotive GmbH thereof. If such prerequisites exist (e.g. registration of the software with the manufacturer), they shall be stated in the respective product description.

Kaufmann Automotive GmbH reserves the right to deactivate software licenses or license upgrades that were registered with obviously false data or for which the necessary prerequisites were not fulfilled in time. In these cases there is no right to a refund of the purchase price.

X. Data protection

1. Kaufmann Automotive GmbH is entitled to store and further process the data provided to it by the customer electronically for invoicing/accounting purposes. Kaufmann Automotive GmbH is then entitled to pass on customer data resulting from the contract documents or necessary for the execution of the contract to third parties, in particular to banks and contractual partners, insofar as this is necessary for order processing. Customer data shall be stored with regard to tax and commercial law retention periods. Unless necessary for the fulfilment of the order or if the customer has not expressly consented to the use of his data (newsletter, product notifications or notifications through the forum software of our pages), the customer data will be deleted after expiry of these periods.

2. Various programs from installation packages for purchased products can send data to Kaufmann Automotive GmbH at any time to check a valid software license or to fulfill their causal tasks.

3. Our servers store every access such as the website accessed, time, HTTP status code, browser

type and version, the user's operating system, referrer URL and requesting IP address. This data is used for statistical evaluations for the purpose of operation, to protect security and to optimise our services. Kaufmann Automotive GmbH reserves the right to subsequently check this data if there is a justified suspicion of illegal use or disregard of our General Terms and Conditions and Terms of Use on the basis of concrete indications.

4. If a user of our pages contacts us, the information provided by the user is stored for the purpose of processing the inquiry and in the event that follow-up questions arise.

5. Cookies are used by our servers to implement convenience functions such as shopping cart, automatic login, etc. or for the traceability of recommendations by partners.

6. Services and contents of third parties, e.g. YouTube videos or integrated images from other websites, may be integrated into our pages. We have no influence on how third party providers handle your data, but we endeavour to use as little or as possible only such content and services whose respective providers only use the IP address to deliver the content.

7. Customers and/or users have the right to receive information free of charge about the personal data stored about them. This requires a written request to Kaufmann Automotive GmbH and the identity of the requester must be ensured by the requester himself in such a way that he really has the right to information about the respective person.

8. Users of our pages and offers have the right to correction of incorrect data, blocking and deletion of personal data, insofar as there is no legal obligation to retain data or it is necessary to defend against illegal actions against us.

XI. Place of Performance, Jurisdiction, Applicable Law, Effectiveness

1. For all claims arising from the contractual relationship between the customer and Kaufmann Automotive GmbH, the place of performance and jurisdiction shall be the registered office of Kaufmann Automotive GmbH.

2. The law of Switzerland shall apply, whereby the validity of the uniform international sales law (UNCITRAL agreement) shall be excluded.

Should one or more provisions be invalid, this shall not affect the validity of the remaining provisions.

Eichberg, 12.07.2019

Address:

Kaufmann Automotive GmbH
Suesswinkelstrasse 9
CH-9453 Eichberg