



Terms and Conditions

Date 24.07.2017

§ 1 Scope & Protective Clause

For legal relations between Ullstein Concepts GmbH (hereinafter: "supplier") and its customers, exclusively the following Terms and Conditions in the current version at the time of purchase is valid. Different Terms and Conditions from the customer will be rejected.

§ 2 Conclusion of Contract

a.) Conclusion of Contract

The presentation of the products in our online shop, brochures and price lists are not a binding offer to the customer. The customer's order signifies a binding offer for the closing of a purchasing contract according to the included terms. A purchasing contract can only be achieved, if the supplier confirms the customer's offer with an order confirmation or the delivery of the product(s). Ordered products from the same order that are not listed in the order confirmation are not included in the purchasing contract. This is also valid for products that are not included in the delivery, if an order confirmation was not sent prior to delivery. If the supplier does not accept a customer's order, they will immediately notify the customer.

The preceding clause also applies to verbal orders (made for example via telephone).

The conclusion of contract and the delivery date agreement occur subject to the correct and timely self-delivery through our suppliers; this reservation only applies if we have concluded a congruent hedging transaction with this supplier and do not have to account for a possible incorrect or late delivery. If it becomes apparent after the conclusion of contract that ordered products are not available, we reserve the right to withdraw from the contract. The customer will immediately be informed about the non-availability and any consideration by the customer will be returned promptly. We reserve the right to partial delivery and partial service in so far as is reasonable for the customer.

b.) Exception for Conclusion of Contract for Purchases done via eBay

When ordering via the online platform eBay, the conclusion of contract conforms to the „Terms and Conditions for the usage of the German eBay-Website“ in the latest version.

c.) Separate Conclusion of Contract for Installation Works

The final conclusion of contract for the installation works done by the supplier on the customer's vehicle takes place only after the installation has been finished. The previously agreed upon price for the installation works is subject to the accuracy of the information provided by the customer, which are relevant for the length of the installation works. This is why a proportional deviation from the previously offered price is permissible. If the installation is not complete or was aborted, the separately concluded purchasing contract remains unaffected and is therefore still valid. The customer's presence at the place of installation is inadmissible during the installation.

§ 3 Right of Revocation for Consumers, Cost Paying Agreement

If the user is the consumer, they are entitled to the following right of revocation. A user is a consumer, when the transaction in question (e.g. ordering a product from the shopping basket) is concluded for a use that can be attributed neither to a commercial nor an independent professional activity (cf. §13 BGB).

Cancellation Policy

You have the right to revoke the contract without giving a reason within fourteen days. The period of revocation is fourteen days and starts on the day you or a third party appointed by you, who is not the carrier, has received the product(s). In order to exercise that right of revocation, you have to notify us (Ullstein Concepts GmbH, Bahnhofstr. 20, 85416 Langenbach, phone: +49 (0) 89 80 990 2880, Fax: +49 (0) 89 80 990 2888, E-Mail: mail@ullsteinconcepts.com) about your decision to withdraw from the contract with an explicit declaration (e.g. a letter sent via post, a telefax or an E-Mail). You are free to use the attached Cancellation Template, however, this is not mandatory. Notification is considered to have been made if the notification of the exertion of the right of revocation was sent before the expiry of the deadline

Revocation Consequences

If you revoke the contract, we have to return any payment we have received from you immediately and not later than fourteen days from the day we received your revocation notification, including the delivery costs (except from the additional costs that result from choosing anything other than the cheapest offered standard delivery). For this refund, we use the same means of payment that was used for the original transaction unless something different was explicitly agreed upon; there will not be a fee for this refund in any case. We can refuse the refund until we have got the product(s) back or until you have provided proof that the product(s) were sent back, whichever occurs first. You have to send the product(s) back or hand them over immediately and, in any case, no later than fourteen days after informing us about revoking the contract. Dispatch is considered to have been made if the product(s) were sent before the expiry of the deadline. You have to bear the immediate costs of returning the product(s).



For shippable products, you bear all immediate return costs. For goods, which are not shippable due to size or weight, the return costs are estimated as follows, separately per product type and country from which the product has to be shipped back:

Product Type	BRD	Österreich	sonstige EU
Roof Rack AluRack	90 €	100 €	140 €
Bedliner	80 €	120 €	200 €
Hardtop	120 €	150 €	300 €
Hardcover	120 €	140 €	300 €
Truck Bed Slide	100 €	140 €	300 €

The prices include 19% VAT.

You only have to pay for a possible loss in value, if this loss in value can be traced back to a handling that is not necessary for testing condition, quality and functionality of the products.

§ 4 Orders from third Countries (e. g. Switzerland)

In the case of orders from third countries, for example from Switzerland, there might be additional costs like import duties, import taxes, or handling costs from the country in question or the carrier. These costs are not disclosed with the supplier.

§ 5 Retention of Title

We reserve the right to the ownership of the products until we have received all payments stated in the purchase agreement. The processing or restructuring of the reserved goods done by the customer is always done for us but without obligation for us. If the reserved goods are processed or combined with other objects that do not belong to us, we acquire the co-ownership of the new product at the ratio of the value of the reserved good to the other processed objects at the time of processing. Demands arising with a resale of the goods or the combined or processed goods are already transferred to us by way of security up to the amount of the account payable from the purchase agreement. We are authorized to collect that demand in our name on behalf of the customer. At any time, we can demand the disclosure of this transfer and that information and documents will be made available to us.

Our customer is obliged to immediately notify us in writing of any access of third parties, especially enforcement measures as well as other impairments of his property. The customer is obliged to refund any damages or costs that may arise through the violation of this liability and through possible intervention measures against the access of third parties.

§ 6 Set-Off

The customer is only entitled to a set-off, if the counterclaims have been legally determined, were accepted by us or are indisputable, even if notices of defects or counterclaims are asserted. The customer is only authorised to exercise their right of retention, if their counterclaim is based on the same purchase agreement.

§ 7 Warranty / Liability for Material Defects

a.) Legal basis

The liability for material defects conforms to the legal basis at the time of the conclusion of contract with the exception of used consumer products. If the offered consumer products are used, and if this is disclosed in the article description, the liability period is reduced to 12 months. Differing agreements in individual contracts or differing underlying article descriptions remain unaffected.

b.) Limitation of liability

We are only liable for damages caused by culpable injuries or for the replacement of futile expenditures if they were caused by our representatives, employees or agents deliberately or grossly negligent. Additionally, we are liable for ordinary or minor negligence, if essential contractual obligations were violated or in the case of a culpable non-compliance with an explicitly granted warranty. In these cases of sentence 2, our liability is limited to the foreseeable and typically occurring damage. We are liable for deliberate and negligent damages to life, limb and health. Insofar as our liability is excluded or limited, this also applies to the personal liability of our representatives, employees and agents.

§ 8 Design Changes

We reserve the right to carry out design changes at any time. However, we are not obliged to carry out such changes on already delivered products.

§ 9 Customer Inspection Obligations

Before installing a purchased item or before its adjustment or transformation (e.g. painting), the customer is obliged to inspect the purchased item for correctness of delivery and fit so far as it is possible and reasonable. The warranty or rather liability for material defects towards the consumer remains intact.

**§ 10 Data Protection**

The customer data necessary for the business processing are stored and, if necessary, passed on to our service partners, e.g. the commissioned carrier, within the scope of order processing. All data are of course treated in strict confidence and the customer's concerns worthy of protection are taken into account according to the legal requirements.

§ 11 Using Google Analytics

Our website www.ullsteinconcepts.com makes use of Google Analytics, which is an online analytics service by Google Inc. ("Google"). Google Analytics uses so-called "cookies", which are text files saved on your computer and which allow for an analysis of how you use the website. The information about your usage of the website generated by this cookie is usually transferred onto a Google server based in the US and saved and stored there. In the case of activating IP anonymisation on this website, your IP address is shortened before this transfer by Google within EU member states or other contracting states that are part of the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is transferred onto a Google server based in the US and shortened there. On behalf of the operator of this website, Google will use this information in order to evaluate your usage of the website, to compile reports on the website activity and produce further services connected to website usage and Internet usage towards the website owner. The IP address transmitted from your browser within the scope of Google Analytics is not combined with other data collected from Google. You can prevent the storage of cookies with a relevant setting in your browser software; however, we want to point out that in this case, you may not be able to fully use of all of the features of this website. Additionally, you can prevent the data collection generated by the cookie and related to your usage of the website (including your IP address) to Google, as well as the processing of these data by Google, by downloading and installing the Browser Plug-in available via this link (<http://tools.google.com/dlpage/gaoptout?hl=de>). Further information on terms of use and data protection can be found on <http://www.google.com/analytics/terms/de.html> or <http://www.google.com/intl/de/analytics/privacyoverview.html>. We want to point out, that on this website, the code "gat._anonymizeIp();" was added to Google Analytics in order to ensure an anonymous collection of IP addresses (a so-called IP Masking).

§ 12 Applicable Law and Place of Jurisdiction

The law of the Federal Republic of Germany shall be applicable exclusively. For any current and future claims from the business relations with merchants, legal entities of public law, or special assets within public law, the sole place of jurisdiction is the registered office of Thomas Ullstein Concepts. The same place of jurisdiction is applicable, if the customer does not have a national place of general jurisdiction, relocates their place of residence or habitual residence from national territory after the conclusion of contract, or if their place of residence or habitual residence is unknown at the time legal action was taken.

Terms and Conditions applicable as of 24.07.2017