

General terms and conditions of the Cutworks GmbH

1. Applicability of our general terms and conditions

Our following terms and conditions are valid, unless otherwise agreed in writing, in the version at the time of the conclusion of contract and for all legal transactions between us and our customers, independent of whether these legal transactions were concluded in writing, by telephone, via email or in the internet. We hereby expressly refute any deviating terms and conditions of purchase used by any of our customers.

2. Offer and conclusion of contract

2.1 All our offers are, unless otherwise agreed in writing, always not binding and subject to change. We thus reserve the right to correct inadvertently published incorrect prices, and to withdraw products no longer available from our assortment.

2.2 The receipt of your order will be confirmed immediately. Your order only becomes legally binding for us after we have sent you an order confirmation or have released the goods for shipping.

2.3 If, through no fault of our own, ordered goods become no longer available after we have sent the order confirmation, we have the right to withdraw from the contract. We will, of course, inform you without delay and immediately refund any advance payments.

3. Warning notices

3.1 The products sold by us have been tested thoroughly with respect to safety aspects. Irrespective of this, the use of these products is at your own risk. Hence we do not accept any responsibility for damages to persons or property caused by the incorrect use of our products. The provisions of the product liability law remain, of course, unaffected.

3.2 The goods sold by us are only intended for the use they were designed for. The instruction leaflets included, as applicable, in our deliveries must be observed to avoid damage to persons and property.

4. Delivery

4.1 We deliver our products by a parcel service, as a matter of principle we always use UPS. We reserve the right to use other shipment methods, especially shipment via haulage companies, on a case by case basis.

4.2 The delivery to the customer takes place on working days, during the day, countersigned, to an address specified by the customer. Delivery to parcel shops belonging to DHL, Hermes or other third parties is unfortunately not possible.

4.3 If the delivery to the address specified by the customers is not possible, the costs of shipment or the haulage company shall be borne by the customer. If costs are incurred for repeated attempts to deliver, we reserve the right to charge these additional costs to the customer.

4.4 We have the right to perform partial deliveries and our customers are obliged to accept these partial deliveries.

5. Conditions of payment

5.1 When submitting an order, as a new customer, you select payment either by bank transfer (advance payment), cash on delivery or via Paypal.

5.2 If you have selected payment by bank transfer (advance payment), shipment is done upon arrangement.

5.3 Of course, the goods ordered remain in our possession until the agreed purchase price and the shipment costs incurred have been completely paid.

5.4 A right of retention against the agreed purchase price and the incurred costs of delivery can only be made valid and exercised, if the claims made by the customer have not been contested by us, or have been legally established.

6. Returns

6.1 Specially made products and products made to measure, and all products that are not available in our online shop, but have been procured according to your specification, can in principle not be returned.

6.2 Principally all other products can, according to the following provisions, be returned within 14 days of receipt of the goods, without giving any reason, to the following address: Cutworks GmbH, Bernbeurerstr. 12, 87675 Rettenbach, Deutschland.

The timely dispatch is sufficient to meet the deadline. If it is not possible for you to return the goods within this period, it is sufficient to give notice of the intention of returning within this period by fax to ++49 (0)8860 922 775- 75, or by post to

Cutworks GmbH, Bernbeurerstr. 12, 87675 Rettenbach, Deutschland, or by Email to office@cutworks.de, whereby the goods should then be returned as soon as possible.

6.3 Prerequisite for the return of the goods ordered by you is that they are undamaged and in perfect condition. In the event of a deterioration of the goods, compensation can be claimed (if necessary up to the full purchase price). This is not valid if the deterioration of the goods is caused exclusively by an inspection - as would be normal in a shop. Apart from that, you can avoid the compensation claim by not putting the goods into use as an owner, and refraining from doing anything that could be detrimental to the value.

6.4 The legal right of cancellation is, of course, not affected by this right of return.

7. Guarantee

7.1 The guarantee of our products is, of course, based on the legal provisions. Based on this the guarantee period is two years after receipt of the goods. In the first instance your guarantee claims are limited to subsequent fulfilment, i.e. we can decide whether to repair the object returned or to deliver a replacement. Only when the replacement delivery or the attempt to repair has failed twice do you have the right to rescind the purchase contract or to a reduction in the purchase price.

Please be aware that we do not accept any liability for normal manufacturing deviations in material, colour and size. These deviations do not entitle to the enforcement of guarantee claims. This is especially valid for products manufactured according to your specifications and for products not available in online shop, but were procured according to your wishes.

7.2 If you wish to submit a guarantee claim, first of all please get in touch with us promptly. Afterwards send the goods, which in your estimation are defect, to us with the original invoice, carefully packed and correctly stamped, to us with information on the defect. Please be aware, we do not accept any returns which are not postpaid.

8 License and conditions of use

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9. Data security

9.1 We process and use personal data for order fulfilment, for maintaining customer relations and for marketing purposes. We do, of course, observe the data security requirements especially the stipulations of the German Teleservice Privacy Protection Law.

9.2 Please be aware that, above and beyond this, we automatically collect and store information in logfiles that your browser transmits to us. These are type of browser, browser version, operating system used, such as referer, URL and time of the server query. This data cannot be assigned to defined persons. This data is not merged with other data sources.

10. Applicable law, place of fulfilment, place of jurisdiction

10.1 The laws of the Federal Republic of Germany are valid with the exclusion of the UN Purchasing Law from 11.4.1980.

10.2 Place of fulfilment is Rettenbach am Auerberg.

10.3 For the relationship to the agents of our customers, Kempten in Allgäu has been agreed upon as the place of jurisdiction. In the relationship to all our other customers the legal place of jurisdiction is valid.

11. Severability Clause

If one of the above provisions is, or should become, invalid, or if our terms and conditions should contain a loophole, all other provisions remain unaffected by this. Instead of an invalid provision, an effective provision counts as agreed upon, which economically comes closest to the one desired; this is also true in the event of a loophole.

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