

# General Terms of Trade

Welcome to [faustlinoleum.de](http://faustlinoleum.de)

Below you will find the general terms and conditions for ordering goods that can be sent by parcel post in the online shop at [www.faustlinoleum.de](http://www.faustlinoleum.de)

You can download or open these General Terms and Conditions at any time in pdf format: [GToT-DE-EN.pdf](#). We save the text of the contract and send you the order data by e-mail. The terms and conditions can be viewed at any time [here](#). Furthermore, we will send you all contractual provisions, including these General Terms and Conditions, after the conclusion of the contract.

## **faustlinoleum.de General terms and conditions for ordering goods that can be sent by parcel post**

Last modified: 07.02.2022

### **1. Scope**

If the customer orders goods that can be sent as a parcel, these General Terms and Conditions (hereinafter: Faust Linoleum Online Shop GTC) apply to the order between FAUST LINOLEUM GmbH & Co. KG (hereinafter: Faust Linoleum) and the customer. General terms and conditions that conflict with or deviate from the following provisions shall not apply. Services and the ordering of freight forwarding goods are excluded from the scope of the Faust Linoleum Online Shop General Terms and Conditions. For freight forwarding goods, we make an individual offer to the customer. The Faust Linoleum Online Shop General Terms and Conditions apply to both consumers and entrepreneurs, unless a differentiation is made in the respective clause. Insofar as the Faust Linoleum Online Shop Terms and Conditions refer to “consumers”, these are natural persons who conclude a legal transaction for purposes that can predominantly neither be attributed to their commercial nor their independent professional activity. “Entrepreneurs”, on the other hand, are natural or legal persons or partnerships with legal capacity who order for commercial, independent or freelance purposes. “Customers” within the meaning of the Faust Linoleum Online Shop Terms and Conditions are both consumers and entrepreneurs.

### **2. Language and conclusion of contract**

Contract language is exclusively German. As an additional service, Faust Linoleum offers its customers the option of changing the language in the Faust Linoleum online shop. The article descriptions are often shortened or incomplete on the foreign-language pages. Order confirmation and further information are not provided in all languages, but only in German or English. A translation of the Faust Linoleum Online Shop Terms and Conditions can also be found on the foreign-language pages; however, only the German version is legally binding. The product offers presented in the Faust Linoleum online shop are non-binding and not offers in the legal sense. By clicking on the “Add to shopping cart” button, the customer can place the respective goods in the virtual shopping cart. This process is non-binding and does not constitute an offer of contract. Before placing an order, the content of the order, including the customer data, is summarized on an overview page. The customer can correct all order data there using the change fields provided. By clicking the “Buy” button, you place a binding order for the items in the shopping cart. Your

order represents a binding offer to Faust Linoleum. We will confirm receipt of your order with an automatically generated e-mail, which confirms receipt of the order by Faust Linoleum and contains its details, but does not constitute acceptance of your purchase offer. We can accept your order by sending an order confirmation by e-mail or by delivering the goods within five days.

### **3. Prices**

The prices listed in the shop and on the product page at the time of the order apply. All prices are gross prices including statutory VAT and are given in EURO (€). The prices are stated per sales unit and are valid from the production site in Huglfing plus freight and packaging costs (see 6. Delivery).

### **4. Terms of Payment**

Within Germany, we generally offer our customers the following payment methods: Prepayment and Paypal. In the case of prepayment, we grant a 2% discount for payments within 5 days of invoicing. The purchase price is due within 8 days of invoicing. The statutory rules apply to the delay. Faust Linoleum reserves the right to prove greater damage. In the event of a delay in payment or other unfavorable creditworthiness that becomes apparent, all further claims against the customer are due immediately. The customer is only entitled to set-off rights with claims that are undisputed by Faust Linoleum or have been legally established. The customer is only authorized to exercise a right of retention insofar as a counterclaim is based on the same contractual relationship.

### **5. Retention of Title**

The delivered goods remain the property of Faust Linoleum until full payment has been made. The buyer is entitled to process the delivered goods within the framework of proper business management. This processing always takes place for Faust Linoleum, which means that Faust Linoleum is to be regarded as the manufacturer within the meaning of Section 950 of the German Civil Code. Faust Linoleum thus acquires ownership of the semi-finished and finished products. If the purchased item is processed with other items that do not belong to us, Faust Linoleum acquires co-ownership of the new item in the ratio of the value of the purchased item to the other processed items at the time of processing. For the rest, the same applies to the item created by processing as to the purchased item delivered subject to reservation.

### **6. Delivery**

The delivery takes place within the delivery period specified for the respective product. In the event of unavailability of the ordered goods for which Faust Linoleum is not responsible as a result of late or incorrect delivery (including delivery of small quantities) by a supplier despite a delivery contract concluded between Faust Linoleum and the supplier for the ordered goods, Faust Linoleum reserves the right before not to deliver. In this case, Faust Linoleum will inform the customer immediately about the non-availability of the ordered goods and immediately refund any payments already received. Faust Linoleum delivers the panels to the curb with its own drivers. The further transport to the floor is not included in the delivery price. Goods that can be shipped by parcel can be sent worldwide with a parcel service (standard shipping, express). Deliveries cannot be made to post boxes and packing stations. The customer can find out about shipping costs and delivery conditions under Shipping. The sending client agrees that the delivery may also be made to another person who, under the circumstances, can be assumed to be entitled to

accept the shipment. This includes, in particular, members and employees of the recipient's household present in the addressee's (recipient's) rooms, as well as immediate neighbors of the addressee. If a neighborhood tax is carried out, the addressee receives a notification card. If delivery to the customer is not possible because the customer cannot be found at the delivery address specified by him, although the customer was informed of the delivery time within a reasonable period of time, the customer shall bear the costs for the unsuccessful delivery. In the case of entrepreneurs, the goods are transported at the risk of the recipient.

## **7. Customs**

When ordering products for delivery outside of the EU, import duties and taxes may be levied once the package reaches the designated destination. Any additional charges for customs clearance are the responsibility of the customer; Faust Linoleum has no bearing on these charges.

## **8. Right of Withdrawal for Consumers**

Only consumers within the meaning of § 13 BGB are entitled to the right of withdrawal.

### **Right of withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods.

In order to exercise your right of withdrawal, you must inform us

FAUST LINOLEUM GmbH & Co. KG

Weidenstrasse 30

D-82386 Huglfing

Germany

Phone: +49 (0)8802 907 3383

[info@faustlinoleum.de](mailto:info@faustlinoleum.de)

[www.f Faustlinoleum.de](http://www.f Faustlinoleum.de)

by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample revocation form for this, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send the communication regarding your exercise of the right of cancellation before the cancellation period has expired.

### **Consequences of revocation**

If you revoke this contract, we have paid you all payments that 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 cheapest standard delivery offered by us have), immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment. We may refuse repayment until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier.

You have the goods immediately and in any case no later than fourteen days from the day on which you informed us about the cancellation of this contract right to return or hand over to us. The deadline is met if you send back the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### **Exclusion of the right of withdrawal**

- According to § 312 d paragraph 4 No. 1 BGB, there is no right of cancellation for distance selling contracts for the delivery of goods that are made to customer specifications or are clearly tailored to personal needs.
- for the delivery of newspapers, periodicals or magazines with the exception of subscription contracts

#### **Premature expiry of the right of withdrawal**

- The right of withdrawal expires prematurely in the case of contracts for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery.

#### **End of revocation**

#### **Sample cancellation form**

(If you want to revoke the contract, please fill out this form and send it back.) To FAUST LINOLEUM GmbH & Co. KG, Weidenstraße 30, D-82386 Huglfing, Germany, email: [info@faustlinoleum.de](mailto:info@faustlinoleum.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 consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only if notification is made on paper)

– Date

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( \* ) Delete where not applicable

[Sample cancellation form as pdf](#)

#### **9. Warranty**

The statutory warranty provisions apply.

#### **10. Limitation of Liability**

Customer claims for compensation are excluded. Excluded from this are claims for damages by the customer resulting from injury to life, limb, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by the provider, his legal representatives or vicarious agents . Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In the event of a breach of essential contractual obligations, the provider is only liable for the contract-typical, foreseeable damage if this was caused simply by

negligence, unless the customer claims for damages from injury to life, limb or health. The restrictions of the above paragraphs 1 and 2 also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them. The provisions of the Product Liability Act remain unaffected.

### **11. Governing Law and Jurisdiction**

The law of the Federal Republic of Germany applies to all legal transactions or other legal relationships with us. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other international agreements, even after they have been incorporated into German law, do not apply. In the case of contracts with consumers, this choice of law applies only insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all legal disputes relating to these terms and conditions and individual contracts concluded under their validity, including actions on bills of exchange and checks, is agreed to be the place of business of Faust Linoleum (Huglfing). . In this case, however, we are also entitled to sue at the customer's registered office.

### **12. Dispute Resolution**

Online dispute resolution in accordance with Art. 14 Para. 1 ODR-VO: The European Commission provides a platform for online dispute resolution (OS), which you can find at [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

### **13. Contact Information**

If you have any questions or comments, please feel free to contact us at any time. We are always looking for customer-oriented solutions if a problem or error should occur.

FAUST LINOLEUM GmbH & Co. KG

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D-82386 Huglfing

Managing Director Antonia Faust

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[info@faustlinoleum.de](mailto:info@faustlinoleum.de)

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Commercial Register: Amtsgericht München

HRA 115569

USt.-Id: DE349982611

Personally liable shareholder: Faust Linoleum Verwaltungs GmbH

Registered office: Huglfing

Commercial Register: Amtsgericht München

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