

**General Terms and Conditions (GTC)**  
**of Gebr. Faller GmbH – hereinafter referred to as Faller –**  
**Kreuzstraße 9, D-78148 Gütenbach**  
**for online orders at**  
**www.faller.de**

**§ 1**  
**Scope, terms**

(1) The following terms and conditions of sale shall apply to all contracts concluded via the website [www.faller.de](http://www.faller.de) by means of distance selling (shipping) between the customer and Faller on the delivery of the product range that can be selected online at [www.faller.de](http://www.faller.de). Deviating conditions of the customer that are not expressly acknowledged in writing by Faller shall not apply to the contract.

(2) The customer is a consumer insofar as the purpose of the ordered delivery and services cannot be attributed to the customer's commercial or self-employment activities. The customer is an entrepreneur insofar as the customer concludes the contract while exercising its commercial or self-employment activities. An entrepreneur can be any natural or legal person or partnership with legal capacity. Where the order serves both purposes, then the purpose that prevails shall be decisive for the classification.

**§ 2**  
**Conclusion of the contract**

(1) The contract is concluded through an order on the part of the customer (customer's request) and the acceptance of the order on the part of Faller. The goods and services listed on the [www.faller.de](http://www.faller.de) website merely constitute an invitation to place orders.

(2) The conclusion of the contract is only possible in German. The contract is concluded with:

Gebr. Faller GmbH  
Kreuzstraße 9  
D-78148 Gütenbach  
Telephone: +49 (0)7723/651-0  
Fax: +49 (0)7723/651-123  
Email: [info@faller.de](mailto:info@faller.de)  
Commercial register at the District Court Freiburg, commercial register 610917

**§ 3**  
**Order/customer request**

(1) The customer can select goods from the product range available online and place them into a virtual shopping cart by selecting the button »shopping cart«. The customer submits a binding request to purchase the goods in the shopping basket via the button »Order with payment obligation«.

(2) Before submitting the order, the customer can view and edit the order. The order can be changed using the button »Shopping cart display«. Any products can be removed from the shopping cart by clicking on the trash can icon.

(3) The request to purchase can only be submitted and sent to Faller if the customer has accepted these terms and conditions by checking the boxes next to »Yes, I read the data privacy statement and I agree to it.« and »Yes, I agree to the GTC.« and has thereby included them in the request. The General Terms and Conditions and the Privacy Policy can be viewed by the customer by clicking on the link.

(4) The customer must register to be able to place an order. The text of the contract will be stored at Faller. The customer can view the contract after placing the order in the online profile (»My FALLER«). It can be printed using the key combination: Ctrl + P.

#### **§ 4**

##### **Confirmation of receipt/acceptance of the request**

(1) Faller will send the customer an automatic order confirmation by email upon receiving the customer's request in which the order is summarised and which the customer can print using the key combination: Ctrl + P. The automatic confirmation of receipt merely documents that the customer's order was received by Faller and does not constitute acceptance of the request.

(2) The contract is only concluded when a declaration of acceptance by Faller has been submitted, which is sent in a separate email (the shipping confirmation).

#### **§ 5**

##### **Delivery, product availability**

(1) When none of the selected products are available at the time the customer placed the order, Faller shall inform the customer without undue delay. Delivery will only take place while supplies last. If the product is permanently unavailable, Faller shall refrain from sending a declaration of acceptance. In this case, a contract is not concluded. Faller shall also inform the customer of this without undue delay.

(2) The ordered products will be delivered no later than 14 days after the contract was concluded. If delivery is not possible within this period, Faller shall inform the customer without undue delay.

(3) Delivery shall be deemed to have been effected vis-à-vis the customer even if the shipment was delivered to a person living in the same household with the customer. Partial deliveries, insofar as products are not available, are permissible if they are reasonable for the customer. Additional shipment costs shall be borne by Faller.

#### **§ 6**

##### **Prices and shipping costs**

(1) All prices listed on the Faller online store include the statutory value added tax applicable at the time.

(2) The shipping costs are displayed on the order screen. The shipping costs shall be borne by the customer insofar as the customer has not exercised its right of withdrawal under § 10. For shipping within Germany, the shipping costs are EUR 5.95. Shipping is free of charge for orders of EUR 50.00 or more. For shipping within the European Union, the shipping costs range between EUR 12,50 and EUR 15 depending on the country.

(3) Additional costs for shipping, handling, and customs may apply for shipping addresses outside of Germany. These costs depend on weight, size, value, and country of destination. A »shipping costs« table listing the costs can be viewed via the link »Shipping« in the footer of the order page. Faller shall hereby notify customers from other EU countries if no fulfilment partner has been commissioned and the customer has to clear the shipment through customs on its own.

(4) Shipping is carried out by a suitable logistics company. Faller shall bear the delivery risk when the customer is a consumer (§ 1 para. 2).

## § 7

### Payment terms

(1) The customer can pay by credit card, PayPal, or Sofortüberweisung. Cash or checks are not accepted. Liability in the event of loss is expressly excluded for gross negligence or wilful intent on the part of Faller, a legal representative, or vicarious agent.

(2) In individual cases, Faller also reserves the right to refer to another method of payment.

(3) Payment of the purchase price is due immediately following the conclusion of the contract.

(4) The customer shall only be entitled to a set-off with counterclaims if the counterclaims are legally established or not disputed. The customer can only exercise its right of retention where its counterclaim is based on the same contractual relationship.

(5) The goods shall remain Faller's property until payment has been made in full.

## § 8

### Warranty for material defects, guarantee

(1) Faller is liable for material defects in accordance with the applicable statutory provisions, in particular under Sec. 434 et seq. of the German Civil Code (BGB). The warranty period for goods delivered by Faller to entrepreneurs is 12 months.

(2) An additional guarantee for goods delivered by Faller shall only exist if it was expressly given in the shipping confirmation for the respective article.

## § 9 Liability

- (1) Any claims for damages on the part of the customer are excluded. Excluded from this are claims for damages on the part of the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (major obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty on the part of Faller, its legal representatives, or vicarious agents. Essential contractual obligations are those the fulfilment of which is necessary to achieve the objective of the contract.
- (2) In the event of a breach of essential contractual obligations, Faller shall only be liable for the foreseeable damage typical for the contract if it was caused through negligent acts, unless these are claims for damages on the part of the customer arising from injury to life, limb or health.
- (3) The restrictions of para. 1 and 2 shall also benefit Faller's legal representatives and vicarious agents if claims are asserted directly against them.
- (4) The regulations of the Austrian Product Liability Act (PHG) shall remain unaffected.

## § 10 Cancellation policy

The consumer has the following right of withdrawal:

### (1) Right of withdrawal

You can withdraw from the contract within 14 days for any reason. The withdrawal period is 14 days from the day on which you or a third party named by you who is not the carrier have taken possession of the last of the goods. In order to exercise your right of withdrawal you must inform us (Gebr. Faller GmbH, Kreuzstraße 9, D-78148 Gütenbach, telephone: +49 (0)7723/651-0, fax: +49 (0)7723/651-123, email: info@faller.de) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by mail, a fax, or an email). You may therefore use the standard cancellation form attached (at the bottom of this page), but there is no obligation to do so. If you make use of this possibility, we will immediately (e.g. by email) send you a confirmation about having received such a withdrawal. To meet the deadline, it will suffice to send the notification on exercising the right of withdrawal before the expiry of the withdrawal period.

### (2) Outcome of the withdrawal

If you withdraw from this contract, we will reimburse any payments we received from you, including delivery costs (except for additional costs for your choice of delivery method other than the cheapest standard delivery we offer), to you immediately and no later than fourteen days from the date on which we received notice of your withdrawal from this contract. For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. We may refuse to send you a refund until we have received back the goods or until you have provided evidence that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and within fourteen days of the day on which you notify us of the withdrawal from this contract at the latest. This period shall be deemed to have been observed if you send out the goods before the fourteen-day period has expired. You are responsible for the costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is attributable to handling the goods in a way that is not necessary for checking their condition, properties or functionality.

**(3) Special information - exclusion of the right of withdrawal**

According to Sec. 312g para. 2 BGB, a right of withdrawal of contracts does not exist for contracts for the supply of goods that are not pre-fabricated and the production of which is governed by an individual choice of or decision by the consumer, or that are clearly tailored to personal needs of the consumer, or are highly perishable, or which may quickly pass their expiration date. Furthermore, there is no right of withdrawal for the delivery of sound or video recordings or computer software in a sealed package if this seal was removed after delivery.

**Cancellation form**

If you wish to withdraw from the contract, please complete and return the form to:



**Withdrawal**

To:

Gebr. Faller GmbH

Kreuzstraße 9

D-78148 Gütenbach

Fax: +49 (0)7723/651-123

E-mail: [info@faller.de](mailto:info@faller.de)

I hereby withdraw from the contract concluded by me for the purchase of the following goods (please fill out):

Ordered on/received on (strike through as applicable):

Name of the consumer:

Address (street):

Address (postcode, city):

Signature (only for communication on paper):

Date:

## § 11

### Information on data processing

- (1) Faller collects and processes personal data of the customer as part of the contract. This serves to carry out the order. Personal data is—partially—disclosed to third parties in order to carry out the order, such as shipping address and email address to the logistics service provider for the delivery of the goods and information on the delivery status or name and address to obtain a SCHUFA report to ascertain the customer's credit rating.
- (2) The customer can access its stored data at Faller at any time and free of charge and decide whether and which the data should be erased.
- (3) Moreover, the customer has the possibility of accessing and editing stored personal data concerning him or her at any time under »My FALLER« using the button »My data«. Furthermore, with regard to the customer's consent and further information on data collection, processing and use, reference is made to the »General Privacy Policy«, which can be accessed via the button »Data protection« on the Faller website at any time in a printable format. The data can only be erased if no legal retention obligations exist any longer.
- (4) Without the customer's consent, Faller will not use the customer's data for purposes of advertising, market or opinion research.

## § 12

### Note on returning batteries

- (1) Batteries may not be disposed of with normal household waste. The customer is legally obligated to return used batteries. Normal household quantities may be returned free of charge to any point of sale or to public collection points. Batteries that were sold by Faller may be returned to Faller.
- (2) Batteries and power packs containing harmful chemicals are marked with the symbol of a crossed-out trash can. The chemical name of the substance is located near the trash can symbol. »Cd« stands for cadmium, »Pb« for lead and »Hg« for mercury.

## § 13

### Information according to the German Consumer Dispute Resolution Act (VSBG)

Faller is neither prepared nor obligated to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act (VSBG).

## § 14

### Final provisions

- (1) The law of the Federal Republic of Germany shall apply to contracts between Faller and the customer to the exclusion of the UN Convention on Contracts for the International Sale of Goods. However, the choice of law shall not apply to consumers insofar as this would deprive the customer of the protection granted to him or her by those provisions from which the law of the country in which the customer has his or her habitual residence may not be deviated from by agreement.



(2) Where the customer is a businessman, legal entity under public law, or a separate estate under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be Faller's registered office. This shall also apply if the customer does not have a general place of jurisdiction in Germany or if the habitual residence is not known at the time the lawsuit is filed.

(3) Even if individual provisions are ineffective, the remaining provisions shall remain binding. The ineffective clauses, if any, shall be replaced by the statutory provisions. If this would represent an unreasonable hardship for one of the contracting parties, the contract as a whole shall become ineffective.

Version: January 2021

GEBR. FALLER GMBH

KREUZSTRASSE 9  
D-78148 GÜTENBACH

GESCHÄFTSFÜHRENDER GESELLSCHAFTER  
HORST NEIDHARD

TEL. +49 (0) 77 23 / 651 - 0  
FAX VERKAUF +49 (0) 77 23 / 651 - 123  
FAX EINKAUF +49 (0) 77 23 / 651 - 161  
INFO@FALLER.DE | WWW.FALLER.DE  
GLÄUBIGER-IDNR. DE322ZZ00000246161

AMTSGERICHT FREIBURG IM BREISGAU  
HRB 610917  
ILN 4104090 00000 4  
UST-IDNR. DE141907631  
DSD KD-NR. 15691  
WEEE-Reg.-Nr. DE 89907060

SPARKASSE SCHWARZWALD-BAAR  
BLZ 694 500 65  
KTO 151 000 321  
IBAN DE96694500650151000321  
BIC SOLADE31VSS

UNICREDIT BANK AG  
BLZ 680 201 86  
KTO 143 543 01  
IBAN DE36680201860014354301  
BIC HYVEDE33