



## General Terms and Conditions of Öhlins Europe (As per May 2023)

### General Terms and Conditions on Purchase Contracts concluded via the platform [www.ohlins.eu](http://www.ohlins.eu)

between

Öhlins Europe, Gottlieb-Daimler-Straße 25, 53520 Meuspath, Germany, telephone +49(0)2691-937780, registered with the commercial register of the local court (Amtsgericht) Koblenz under registration number HRB 20830, represented by its managing directors Henrik Johansson, John Wehrenberg, Rolf Bartels, VAT identification number: DE 255995748,

- hereinafter called the “Supplier” -

and

the customer referred to in Art. 1.2 of this Terms and Conditions,

- hereinafter called the “Customer”.

#### Art. 1 Scope, Definitions

1.1 The business relationship between the Supplier and the Customer shall be governed exclusively by the General Terms and Conditions (in the following “Terms and Conditions”) set forth below in the version in force at the time the order is placed.

1.2 The Customer is a “consumer” if the purpose of the ordered goods or services predominantly is outside his trade, business or profession. In contrast, any natural or legal person or partnership with legal capacity who, in concluding a contract, is acting in pursuit of their commercial or self-employed professional activity is an “entrepreneur”.

1.3 The online store of the platform [www.ohlins.eu/de](http://www.ohlins.eu/de) is aimed exclusively at consumers, for whom these Terms and Conditions apply. By placing an order on this website and thus accepting our services, you agree to these Terms and Conditions and confirm that you are acting as a consumer.

1.4 We refer entrepreneurs to our online store at <https://order.ohlins.com/wp/wp-login.php>; for them, the Terms and Conditions at [www.ohlins.eu/en/support/dealer-portal/](http://www.ohlins.eu/en/support/dealer-portal/) apply exclusively.

## **Art. 2 Conclusion of Contract**

2.1 The presentation of the products and services in our online shop does not constitute a legally binding offer, but merely an invitation to place orders (invitatio ad offerendum). The Customer may select products from the Supplier's range and place them in the so called shopping cart by clicking on the "Add to cart" button. By clicking on the "Order now" button, the Customer places a firm order to purchase the goods in the shopping cart. The Customer may - at any time - review and change the order data at any time before submitting the order. The order can, however, only be sent off if the Customer accepts these Terms and Conditions and confirms this by clicking on the "Accept Terms and Conditions" button, thus making them part of the contract.

2.2 The Supplier then sends the Customer an automatic acknowledgment of receipt of the order by email in which the details of the Customer's order are repeated once more and which the Customer can print out using the "Print" function. The automatic acknowledgment of receipt merely indicates that the Supplier has received the Customer's order; it does not constitute an acceptance of the order. A contract is made by issuing a declaration of acceptance ("order confirmation") by the Supplier, which is sent in a separate email. In this email or in another separate email, or at the latest on delivery of the goods, the text of the contract (comprising the order, the Terms and Conditions and the order confirmation) is sent by us to the Customer in a permanent data format (email or paper printout) - (confirmation of contract). The contract text is preserved in compliance with data protection regulations.

2.3 The contract is concluded in the German language. Translations of these Terms and Conditions to other languages are for information only. In the event of contradictions between the German text and the translations, the German text shall prevail.

## **Art. 3 Delivery, Availability**

3.1 Delivery times indicated by us are calculated from the time of our order confirmation and are conditional on prior payment of the purchase price. If no delivery time or no different delivery time for the ordered goods is indicated in our online shop, the delivery time is approximately 5 to 7 working days.

3.2 If at the time of the order being placed, no goods of the kind selected by the Customer are available, the Customer may submit an order inquiry. The Supplier will then inform the Customer when the goods are expected to be available once more.

## **Art. 4 Retention of Title**

The delivered goods will remain the Supplier's property until they have been paid for in full.

## **Art. 5 Prices and Delivery Costs**

5.1 The prices shown on the Supplier's website are quoted inclusive of value added tax at the official rate in force at the time ordering.

5.2 The respective shipping costs are specified for the Customer in the order form; the delivery costs must be borne by the Customer unless the Customer makes use of his/her right to withdraw from the contract.

5.3 The goods are sent by post. The shipping risks are borne by the Supplier in all cases where the Customer is a consumer.

5.4 In the case of cancellation, the Customer must bear the direct return costs.

## **Art. 6 Terms of Payment**

6.1 The Customer can make payment either by credit card, PayPal or prepayment.

6.2 Payment of the purchase price is due immediately on conclusion of the contract. If the due date for payment is specified by a calendar date, the Customer will already be in default through failure to pay on or by that date. In any such case, the Customer must pay interest on arrears to the supplier at a rate of 5% above the base interest rate (sec. 247 of the German Civil Code (BGB)).

6.3 The Customer's obligation to pay interest on arrears does not imply any exclusion of rights of the Supplier to claim further compensation or damages for delay.

## **Art. 7 Warranty for Defects, Guarantee**

7.1 The Supplier is liable for material defects or defects of title of delivered goods in accordance with the applicable statutory regulations, in particular sections 434 et seq. of the BGB.

7.2 Goods delivered by the Supplier only carry an additional guarantee if the order confirmation contained an express indication to this effect.

7.3 The limitation period for statutory claims for defects is two years and begins with the delivery of the goods.

7.4 Any seller's warranties given by us for certain goods or manufacturer's warranties granted by the manufacturers of certain articles shall be in addition to the claims for material defects or defects of title within the meaning of para. 7.1.

## **Art. 8 Liability**

8.1 Claims of the Customer to compensation or damages are barred. Excepted from this are claims of the Customer on grounds of damage or injury to life, limb or health or breach of material contractual duties (so-called “cardinal duties”) as well as liability for any other loss or damage resulting from willful or grossly negligent breach of duties on the part of the Supplier, its official representatives or vicarious agents. Material contractual duties are duties which must be fulfilled in order for the purpose of the contract to be achieved.

8.2 In the case of any breach of a material contractual duty, the Supplier may only be held liable for the loss or damage - if caused through ordinary negligence - which is typical and foreseeable for the type of contract concerned, except where the Customer’s claims are based on damage or injury to life, limb or health.

8.3 The limitations contained in Arts. 8.1 and 8.2 above also operate in favour of the Supplier’s official representatives and vicarious agents in the event that any claims should be asserted against them directly.

8.4 No liability shall be assumed for damage caused for the following reasons: Unsuitable or improper use, faulty assembly, or commissioning by the consumer/user or third parties, natural wear and tear, faulty or negligent handling, unsuitable operations, unless they are due to intent or gross negligence on the part of the Supplier. In case of doubt, the Supplier recommends all customers to contact an authorized dealer directly and have the installation carried out there.

8.5 The provisions of the German Product Liability Act (ProdHaftG) shall remain unaffected by any of the foregoing.

## **Art. 9 Right of Cancellation**

9.1 On conclusion of a distance contract, consumers have a general legal right of cancellation of which the Supplier hereby informs them, using the statutory model. Art. 9.2 contains a specimen cancellation form.



## Information concerning the Exercise of the Right of Withdrawal

### Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, possession of the goods.

To exercise the right of withdrawal, you must inform us,

Öhlins Europe  
Gottlieb-Daimler-Strasse 25  
53520 Meuspath  
Germany  
Phone +49(0)2691-937780  
Fax +49(0)2691-9377890  
Email [info.oeu@driv.com](mailto:info.oeu@driv.com),

of your decision to withdraw from this contract by an unequivocal statement (e.g. by letter sent by post, by telefax or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days expired.

You will bear the costs of returning the goods.

You are only liable for any diminished value of goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

9.2 The Supplier hereby informs the Customer of the specimen cancellation form in accordance with the statutory provisions as follows:



## Specimen Cancellation Form

(If you wish to cancel the contract, please complete this form and send it in to us.)

To: Öhlins Europe  
Gottlieb-Daimler-Strasse 25  
53520 Meuspath  
Germany

Telefax: +49(0)2691-9377890  
Email: [info.oeu@driv.com](mailto:info.oeu@driv.com),

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our contract of sale of the following goods

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(Please describe goods precisely so it is possible to identify to which goods withdrawal refers)

ordered on (\*) \_\_\_\_\_ / received on (\*) \_\_\_\_\_

Name of Customer(s) \_\_\_\_\_

Address of Customer(s) \_\_\_\_\_

Signature of Customer(s) (only if this form is notified on paper)

Date \_\_\_\_\_

(\*) Complete or delete as appropriate.

## **Art. 10 Information on Data Processing**

10.1 All data processing procedures (e.g. collection, processing, and transfer) are carried out by us in accordance with applicable laws. Except with the Customer's consent, the Supplier will only collect, process or use basic data and usage data of or relating to the Customer to the extent necessary for implementing the contract and for the utilization and billing of tele media.

10.2 Except with the Customer's consent, the Supplier will not use the Customer's data for advertising, market research or opinion research purposes.

10.3 For information on the processing of your data, please read our data protection information, which you can find under the following link <https://www.ohlins.eu/en/privacy/>.

## **Art. 11 Final provisions**

11.1 Contracts concluded between the Supplier and Customer shall be governed by the law of the Federal Republic of Germany. Application of the UN Convention on Contracts for the International Sale of Goods (CISG) is barred.

11.2 Should any provision of the contract be or become legally invalid, all other provisions shall remain in full force and effect. In place of the invalid provisions, the statutory regulations - if any are available - shall apply. If, however, this would result in unreasonable hardship for either of the parties, the contract as a whole shall be deemed ineffective.