

# General terms and conditions

## CAD+Modelltechnik Jung



### 1. Terms of Delivery

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According to the Distance Selling Act, you have two weeks after receipt of the goods to return the ordered items with sufficient postage, otherwise they will not be accepted! Excluded from this right are software products, CDs, custom-made products, remaining stock, unsealed products and kits that have been started, unless you discover defects. The right of return is exercised by the timely dispatch of the goods received. The purchase contract is thus dissolved and we will immediately refund the purchase price if it has already been paid. Timely dispatch of the goods is sufficient to meet the return deadline.

### 2. Terms and Conditions

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The following general terms and conditions apply to all contracts, deliveries and other services. Differing rules of the contractor, we hereby expressly oppose. All ancillary agreements require our written confirmation. "CAD+Modelltechnik Jung" is entitled at any time to change or supplement these General Terms and Conditions, including all possible attachments, with a reasonable notice period. Orders received before then will be processed according to the old General Terms and Conditions that are still valid.

### 3. Offer

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Our offers are non-binding. Minor deviations and technical changes compared to our illustrations or descriptions are possible. In the event of writing and calculation errors on the website, "CAD+Modelltechnik Jung" is entitled to withdraw without the customer having any claims as a result! The respective price list loses its validity with the appearance of a new edition.

#### 4. Delivery and Payment

The terms of delivery and payment of "CAD+Modelltechnik Jung" are detailed in the order form. There is a minimum order value of EUR 10. All our prices include the statutory VAT of 19%. We reserve the right to make a partial delivery if this appears advantageous for speedy processing. Special forms of shipment requested by our customers will be charged with a customary local surcharge.

### 5. Delivery times

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Goods that are in stock (we are not liable for transport problems) are dispatched within 3 days. If the goods are not in stock when the order is placed, we will endeavor to deliver as quickly as possible. If non-compliance with a delivery or service deadline is due to force

majeure, labor disputes, unforeseeable obstacles or other circumstances for which we are not responsible, the deadline will be extended appropriately. Failure to meet the delivery deadline for reasons other than those mentioned above The buyer is entitled to set a reasonable period of grace in writing with the threat of refusal and to withdraw from the contract after the unsuccessful expiry of the period with regard to the delivery or service contained in the contract. If the impossibility of delivery is based on the inability of the manufacturer or our supplier, both we and the buyer can withdraw from the contract if the agreed delivery date is exceeded by more than 2 months. Claims for damages due to delay or impossibility or non-performance, including those that arose before the contract was withdrawn, are excluded. Unless a legal representative of the company "CAD+Modelltechnik Jung" acted intentionally or with gross negligence.

## 6. Cancellation policy

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If you are an entrepreneur (see Section 1.2 of our General Terms and Conditions) within the meaning of Section 14 of the German Civil Code (BGB), the right of withdrawal does not exist. The following applies to consumers (every natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed):

### 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

Volker Jung  
CAD+Modelltechnii Jung  
Ketternschwalbacher Pfad 2a  
65510 Hünstetten-Limbach  
Email: cad-modelltechnik-jung@web.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 must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. 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.

#### Sample withdrawal form

(If you want to revoke the contract, please fill out this form and send it back.) The revocation form will be emailed to you as a pdf form together with the order confirmation.

At:

Volker Jung  
CAD+Modelltechnik Jung  
Kettenschwalbacher Pfad 2a  
65510 Hünstetten-Limbach

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)

ordered on (\*)

received at (\*)

Name of consumer(s)

Address of consumer(s)

Date, signature of consumer(s)

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(\*) Delete where not applicable.

#### Hints

a) Unless the parties have agreed otherwise, the right of cancellation does not apply to the following contracts: not applicable Unless the parties have agreed otherwise, the right of withdrawal expires prematurely for the following contracts: not applicable

b) Please avoid damage and contamination of the goods. If possible, send the goods back to us in the original packaging and with all packaging components. If necessary, use protective outer packaging. If you no longer have the original packaging, please use suitable packaging to ensure adequate protection against transport damage.

c) Please note that the aforementioned paragraph b) is not a prerequisite for the effective exercise of the right of withdrawal.

#### Compensation in case of revocation

In the event of a cancellation of the contract, the customer must pay compensation for a loss in value of the goods, in deviation from § 346 paragraph 2 no of the goods was not necessary and we have informed the customer of his right of withdrawal in accordance with Article 246a § 1 Paragraph 2 Clause 1 Number 1 of the Introductory Act to the Civil Code.

## Liability for defects, warranty rights, liability

There is a statutory right to liability for defects for all our goods. The statutory provisions apply to liability and warranty. The warranty period for used items is 12 months. Claims for damages remain unaffected by this provision. Any guarantees do not limit the statutory warranty claims.

## Consumer information in the field of distance sales contracts for the purchase of goods

a) The main features of the goods offered by the provider and the period of validity of limited offers can be found in the individual product descriptions in the context of the Internet offer. The language available for the conclusion of the contract is exclusively German.

b) Complaints and warranty claims can be submitted to the address given in the provider identification. Please refer to the offer for payment, delivery or fulfillment information.

c) Your declaration only becomes binding when you click on the "Order with costs" button during the purchase process. Until then, you have the option of recognizing your entries and, if necessary, correcting them on the previous page by pressing the "Back" button of your browser or canceling the ordering process by leaving the page.

d) The provider does not save the contract text after the conclusion of the contract and it is also not accessible to the customer. However, after the conclusion of the contract, we will send the customer an order confirmation with all the information to the email address you provided, in which you will again be informed of all the essential data of your order, our terms and conditions, your cancellation/return policy. You have the option of printing out both the general terms and conditions and your order with all the data entered during the ordering process. You can also use the print function of your browser to print out the text of the contract. You can also save the text of the contract by right-clicking on the website and saving it on your computer. After completion of the order processing, the contract text is no longer accessible to you.

## Final Provisions

a) The law of the Federal Republic of Germany applies to the contractual relationship between the seller and the customer as well as to the respective terms and conditions. If the customer is a consumer, the applicable legal regulations and rights in favor of the consumer under the law of the customer's country of residence remain unaffected by this agreement. The application of UN sales law is excluded.

b) If the aforementioned provisions have not become part of the contract or are ineffective, the rest of the contract remains effective. Insofar as the provisions have not become part of the contract or are ineffective, the content of the contract is based on the statutory provisions.

## 7. Passing of Risk

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The risk passes to the buyer when the goods are dispatched by "CAD+Modelltechnik Jung".

## 8. Retention of Title

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The goods remain the property of "CAD+Modelltechnik Jung" until full payment has been made.

## 9. Data Storage

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In accordance with Section 28 of the Federal Data Protection Act (BDSG), we draw your attention to the fact that the data required for the transaction is processed and stored using an EDP system in accordance with Section 33 (BDSG). Personal data will be treated confidentially.

## 10. Jurisdiction

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Place of performance and place of jurisdiction for both parties is the registered office of "CAD+Modelltechnik Jung". It is only the law of the Federal Republic of Germany.

CAD+Modelltechnik Jung  
Dipl.-Ing. Volker Jung (owner)  
Ketterschwalbacher Pfad 2a  
65510 Hünstetten-Limbach  
Tel.: 0 61 26 / 9 59 10 71  
Fax.: 03212-1025985  
Email: [cad-modelltechnik-jung@web.de](mailto:cad-modelltechnik-jung@web.de)  
Internet: [www.cad-modelltechnik-jung.de](http://www.cad-modelltechnik-jung.de)  
VAT ID No.: DE220773966

Hünstetten, 06.05.2022