

Zeo-Tech - Terms and Conditions of Sale

1. Our contract

Your order represents an offer to us to purchase a product. When you place an order to purchase a product from Zeo-Tech, we will send you an e-mail confirming receipt of your order containing the details of your order (order confirmation e-mail). The order is accepted by us at the time we send the dispatch confirmation e-mail to you that we've dispatched that product to you. Any products on the same order which we have not confirmed in a dispatch confirmation e-mail do not form part of that contract.

2. Delivery and Availability

Unless stated otherwise, delivery will be made to the address of the customer.

As we process your order, we will inform you by e-mail if any products you ordered turn out to be unavailable.

Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such.

If the shipment cannot be delivered to the customer because the customer is not located at the delivery address he has indicated, although the time of delivery was indicated to the customer in a reasonable period of time, Zeo-Tech reserves the right to charge the customer for the costs of the failed shipment.

3. Payment and Delayed Payment

The customer can pay via transfer in advance or via invoice. Payment based on invoice has to be confirmed by Zeo-Tech. In case of delayed payment and after reminding, Zeo-Tech is entitled to charge default interest of 3 percentage points above the confirmed basic interest rate of the German Bundesbank.

4. Pricing

All prices include VAT (value added tax), exclude shipping costs, unless stated otherwise.

5. Retention of Title

All deliveries and services shall be subject to retention of title. Until the full payment, delivered goods shall remain to the property of Zeo-Tech.

6. Warranty

Warranty claims of purchaser are subject to purchaser's due compliance with its obligation to examine and notify about claims (Untersuchungs- und Rügeobliegenheit) according to Section 377 German Commercial Code.

In case of a defect of the purchased good, Zeo-Tech is entitled, at its choice, to effect supplementary performance by way of removal of defects or delivery of a new good free of defect. In case of removal of defects or replacement Zeo-Tech is obliged to bear all expenses necessary for supplementary performance, including transport, tolls, labour costs and costs for material, provided those costs will not increase for reasons of transport of the purchased good to another place as the place of fulfillment/delivery. If according to the examination no defect exists, Zeo-Tech charges the costs of such examination and, as the case may be, of the repair according to Zeo-Tech's actual rate at that time; in this case costs for delivery of the contractual product will not be reimbursed and delivery back will take place at purchaser's risk and expense.

In case of failure of the supplementary performance purchaser is entitled to claim, at its choice, cancellation or reduction of payment.

7. Liability

Zeo-Tech shall be liable under the statutory provisions, provided the purchaser claims for damages resulting from intent or gross negligence, including intent or gross negligence of Zeo-Tech's representatives or vicarious agents. As far as Zeo-Tech is not accused of intent or gross negligence, the liability for damages shall be limited to the predictable, typical damage.

The liability for culpable fatal or bodily injury or health impairment remains unaffected; the same applies for the mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

8. Right of Rescission

You may revoke the order within two weeks without mention a reason by sending a letter, telefax or e-mail, or - if the ordered items have been delivered within this timeframe, by sending back the delivered items. The cancellation period starts with receipt of this text, but not before receiving the delivery (for periodic or partial deliveries with delivery of the first delivery). The revocation is valid if the letter and the goods are sent back in time. The address of any such communication and deliveries is the following:

Zeo-Tech GmbH
Ohmstrasse 3
85716 Unterschleissheim / Germany
e-mail: info@zeo-tech.de

9. Consequences of Rescission

In case of a valid revocation the delivered goods and received payments have to be returned. If returning is not possible in whole or not possible without degradation of the delivered items, then the respective difference has to be paid. Cost of sending back the delivered items has to be carried by the ordering party if the delivered items correspond to the order and if the value of the order is below Euros 40.00 or if you have not yet made payment for the delivery. Obligations for returning the payment to the ordering party have to be fulfilled within 30 days after receipt of your written notice and the ordered goods.

10. General Provisions

Place of jurisdiction shall be Munich.

Should some parts of the contract of sale or the Terms and Conditions of Sale be or become ineffective, the rest of it remains unaffected. The contracting parties are obliged to substitute the ineffective provision by another provision which comes closest to it in its economic effect. The same applies in case of an omission.

In case of conflicts or omissions regarding these Terms and Conditions of Sale the German version shall prevail.

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