

acm europe GmbH  
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## acm europe GmbH - General Terms and Conditions

### Preamble/General

The following terms and conditions apply to all contracts, deliveries and other services provided by acm europe GmbH, Mitteltal 29, D-79252 Stegen. Please note that different terms and conditions apply to commercial customers and to consumers. Our offers are not binding and liable to change without notice. We reserve the right to alter the colour and design of articles and to make technical improvements. Our General Terms and Conditions can be downloaded for printing from <http://www.my-acm.eu>. All merchandise remains the property of acm europe GmbH until it has been fully paid for.

### Consumers

Consumers are all persons entering into contracts for a purpose which cannot be attributed to their trade or independent commercial activity.

### Contract

The presentation of products in our online shop is not a legally binding offer, but it is a constitute a online-catalog. By clicking the button "Finish Order", you place a binding order in the shopping cart. The confirmation of receipt of your order goes together with the acceptance of your order immediately after sending you our automated e-mail. This email confirms your order.

## Section 1 Unlimited right of return

### Right of return for customers

Customers who are consumers can return merchandise without giving grounds within one month of delivery. The period of one month begins at the earliest when the merchandise is delivered and the customer is notified of this provision in writing. The customer can also return the merchandise by declaring in writing, e.g. by letter, fax or email, that the merchandise should be taken back. It is sufficient that the merchandise is dispatched or the request to take it back made within the one month period. The merchandise is to be returned. Returning the merchandise is free of charge and the postage and packing costs will be reimbursed. The return of or the request to take back merchandise should be addressed to:

Company name	acm europe GmbH
Address	Mitteltal 29, D-79252 Stegen
Fax	+49 7661 90 71 949
Email	info@my-acm.eu

### Consequences of return

When the merchandise has effectively been returned both parties are to refund the

payments received and any benefits derived (e.g. from use). Compensation can be claimed for any impairment of the merchandise. This does not apply if the impairment results solely from inspecting the merchandise - as the customer would have been able to do in a shop for example. Otherwise the customer can avoid the obligation to provide compensation by not using the merchandise as an owner would and refraining from doing anything to impair it. The right of return does not apply to contracts for the delivery of merchandise produced according to customer specifications (e.g. logo, engraving, printing etc.) or clearly adapted to their personal requirements.

## **Section 2 Prices and delivery**

(1) Prices charged are the list prices of acm europe GmbH at the time the order is made. Prices are ex offices of acm europe GmbH and include the costs of postage and packing.

(2) Delivery take place by sending the purchased item to the address notified by the consumer. The consumer is liable to pay handling and shipping. The delivery takes place immediately after payment.

(3) Delivery time

in Germany: about 1-3 working days

in the EU: about 3-5 working days

not EU: about 5-10 working days

For delivery of our products in NON-EU countries may apply possibly duties, taxes and fees.

## **Section 3 Payment**

acm europe GmbH will issue the customer with an invoice for the ordered goods, which will be delivered with the merchandise. acm europe GmbH only accepts payment in advance of delivery. Payment can be made by Paypal or bank transfer. Payments are deemed to have been received on the date they are credited to the account of acm europe GmbH.

## **Section 4 Guarantee and liability**

The customer is to notify acm europe GmbH without delay of any defects in the merchandise and also to return it at acm europe GmbH's expense. The scope of the guarantee given by acm europe GmbH is defined in Sections 433 et seq German Civil Code (BGB).

## **Section 5 Transfer of risk/force majeure**

(1) The risk of accidental destruction or accidental impairment of the sold goods is only transferred when the goods are delivered to the customer.

(2) Delivery is deemed to have been made if the customer refuses to accept delivery.

### **Section 6 Concluding terms**

(1) The language of contracts is German, English, Italian.

(2) If any provision of these General Terms and Conditions should not become part of the contract or is invalid in whole or in part, the remainder of the contract remains valid.