

Delivery conditions of ahg-Anschütz Handels GmbH for private customers ("B2C") · As of July 2008 ("AGB-B2C")

1. Concerns about delivery terms

- 1.1 The general terms and conditions-B2C of ang-Anschütz Handels GmbH have only issued for contracts beween and as a customer (B2C).
- 1.2 The AGB-B2C application for deliveries and deliveries we and the customer based on the between us and the customer contract.

2. Offer / reservation of self-supply

- 2.1 Concerns about the nature of the delivery, which is owned by the administration technical specification or data sheets of the catalog for the contract of the conclusion of the contract.
- 2.2 A contract is concluded through our order confirmation, which is enclosed with these AGB-B2C.
- 2.3 Justified debt to the customer, such as illustrations, drawings, works, construction documentswe reserve all proprietary rights and copyrights.
- 2.4 Offers from us are subject to change and non-binding, unless an offer is heard to be binding.
- 2.5 The minimum order value is EUR 50.00 (gross).
- 2.6 Should we, after the conclusion of the contract, that the delivery is no longer available from us, we of ours personal responsibility with the goods for the performance of the contract goods do not believe that delivery will take place pending can not be heard, we can be withdrawn from the contract. We become incomprehensible to you about the unavailability of delivery and possible income, e.g. heard refund incomprehensible. This is not gilded if we direct the unavailability of the delivery.

3. Sale / dispatch of weapons and ammunition that require a permit

- 3.1 The sale and dispatch of weapons and ammunition that require a purchase certificate can only be carried out with proof of such acquisition entitlement take place. For this purpose, the customer has the original or an officially certified copy (not older than fourteen days) with the order
- 3.1.1 in the case of sporting weapons, the weapon possession card
- 3.1.2 in the case of hunting weapons, the hunting license or, in the case of handguns, the weapon ownership card
- 3.1.3 in the case of ammunition, the gun ownership card, the hunting license or the ammunition purchase license
- 3.1.4 in the case of weapons or accessories that do not have a purchase license, an identity card or other official proof of To be submitted under the age of 18. To ensure transfer to an authorized recipient, an verification of the consignee's legitimacy by the authorized carrier.
- 3.2 Purchased weapons must be reported to the authorities for registration within 14 days.

4. Cancellation policy

4.1 Right of withdrawal

The purchaser can make the contract declaration within 2 weeks in text form without giving reasons (e.g.: Letter, fax, e-mail) or by returning the delivery. The period begins with receipt of the goods and of this teaching. To meet the cancellation deadline, it is sufficient to send the cancellation or the delivery. The revocation or the return of the delivery must be sent to: Letter: ahg-Anschütz Handels GmbH Raiffeisenstrasse 26, 89079 Ulm-Wiblingen / Germany / Fax: +49 - (0) 7 31 - 4 20 33 / E-Mail: info@ahg-anschuetz.de

4.2 Consequences of cancellation

In the case of an effective cancellation, the mutually received services are to be returned and surrender any benefits drawn (e.g. interest). Can the customer send us the received the customer must return the service in whole or in part or only in a deteriorated condition insofar, if necessary, provide compensation. In the case of delivery, this does not apply if the deterioration in the delivery can only be traced back to their inspection - as it would have been possible in a shop, for example is. In addition, the customer can avoid the obligation to pay compensation by not making the delivery like an owner takes into use and refrains from doing anything that might impair their value. Deliveries that can be sent as parcels must be returned. Is a return of the delivery due to weight, bulkiness or other reasons than Parcel not possible, it is sufficient if the customer makes a written return request within the period under 4.1 sends to us. The customer has to bear the costs of the return if the delivery delivery is the orderedand if the price of the delivery to be returned does not exceed an amount of EUR 40 or if the customer has not yet received the delivery at a higher price at the time of revocation Have provided consideration or a contractually agreed partial payment. Otherwise the return is for the customer free of charge. End of revocation

5. Prices / delivery conditions

- 5.1 All prices are final prices in EUR and already include the statutory sales tax. The prices apply to time of order. Postage and shipping costs are calculated separately according to expenditure.
- $5.2\ \text{For orders},\ \text{we charge a flat rate for transport, shipping and packaging of EUR 8}.$
- 5.3 In the case of bulky deliveries, we charge a specific bulky goods surcharge.
- 5.4 Partial deliveries and the corresponding invoicing are permissible as long as they are reasonable for the customer. In this case, the remaining partial deliveries will be delivered without having to recalculate the transport flat rate (5.2).

6. Payment terms

- 6.1 Unless otherwise agreed, the purchase price will be paid without deduction upon receipt of the invoice by the customer payment due.
- 6.2 The purchaser can only offset claims that are undisputed or have been legally established.
- 6.3 If, after the conclusion of the contract, it becomes apparent that the fulfillment of the payment claim is due to the inability to pay of the purchaser is at risk, we can demand advance payment or delivery only against cash on delivery and hold back deliveries that have not yet been delivered. We are also entitled to these rights if the customer is in default of payment for deliveries. Section 321 (2) BGB remains unaffected.

7. Retention of Title

- 7.1 The delivery ("goods subject to retention of title") remains our property until all of our deliveries against the customer have been fulfilled contract claims.
- 7.2 During the existence of the retention of title, the purchaser is pledged or assigned as security prohibited. In the event of attachment, confiscation, other dispositions or interventions by third parties, the customer shall inform us immediately notify.

8. Delivery time

- 8.1 Compliance with the delivery time requires the timely receipt of all documents to be supplied by the customer, required public law permits and releases (3.), as well as compliance with the agreed terms of payment and other obligations by the customer. Will not meet these requirements if fulfilled on time, the deadlines are extended appropriately; this does not apply if we are responsible for the delay to have.
- 8.2 If the failure to meet the deadlines is due to force majeure, e.g. mobilization, war, riot or similar events, e.g. strike, lockout, the deadlines are extended appropriately.
- 8.3 If we are in default with the delivery, our liability for damages in the case of slight negligence is due limits the foreseeable damage. This does not apply if we are in default due to intent or gross to be responsible for negligence.

9. Liability for material defects

- 9.1 The statutory provisions on liability for material defects towards consumers apply.
- 9.2 Our liability for material defects expires if the customer intervenes and / or repairs the deliveries carries out or has it carried out by persons who have not been authorized by us and if the occurred material defect is based on it.
- 9.3 In addition, 11 applies to claims for damages.

10. Manufacturer's guarantee

Regardless of the rights from 9. we assume a manufacturer's guarantee for 2 years from the date of sale ("Guarantee"). Excluded from the guarantee are damage due to natural wear and tear, improper use and lack of or improper care. In the case of a guarantee, we only provide free replacement of defective parts. The guarantee can only be invoked if the delivery and the corresponding proof of purchase along with the completed warranty card must be presented. The guarantee is automatically void immediately if changes or repairs are carried out by persons who are not authorized to do so, if the delivery is not handled properly, if changes or manipulations are not in accordance with the law have been made if seals are damaged or if original Anschütz parts are not used have been.

11. Compensation for Damages

- 11.1 Claims for damages and reimbursement of expenses by the customer for whatever legal reason are excluded. In particular, we are therefore not liable for any damage that has not occurred to the delivery itself profit or for other financial losses of the customer.
- 11.2 This does not apply if we e.g. according to the product liability act or in cases of willful intent, malice, gross negligence, because of injury to life, body or health, because of a defect after taking over a guarantee for the quality of the goods or the breach of essential contractual obligations.
- 11.2.1 The compensation for the breach of essential contractual obligations is, however, on the contract-typical, foreseeable damage is limited, unless we are guilty of intent, malice or gross negligence, we are responsible for the violation of the Life, body or health or because of a defect after assuming a guarantee for the quality the goods are liable.
- 11.2.2 Insofar as our liability is excluded or limited in accordance with 11., this also applies to personal liability of employees, workers, employees and other vicarious agents of ours, but not for personal liability legal representative and executive officer.
- 11.2.3 Insofar as the purchaser is entitled to claims for damages in accordance with 11., these expire 12 months after delivery. In the event of intent, malice and claims for damages under the product liability act and claims due to a In the absence of a guarantee for the quality of the goods, the statutory statute of limitations apply. The same applies to claims of the customer in connection with measures to prevent damage (e.g. recall campaigns).
- 11.3 A change in the burden of proof to the detriment of the customer is not associated with the provisions in 11..

12. Data protection

The personal data made available to us will be processed by us in compliance with the provisions of the federal data protection act and the telemedia act recorded by means of electronic data processing (EDP), stored and used.

13. Applicable Law

The substantive law of the federal republic of germany applies.

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