

Terms and Conditions

§ 1 General

The following general terms and conditions (GTC) from us, the

Autorecycling Kempers GmbH

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49716 Meppen

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E-Mail: info@kempers.de

Platform of the EU Commission for online dispute resolution:
<http://ec.europa.eu/consumers/odr>

apply to all orders in the online shop at www.kempers.de in the version valid at the time of the order. Deviating terms and conditions are not recognized by us unless we expressly agree to them in writing.

Our offer is aimed at consumers and entrepreneurs. A consumer is when the goods ordered from us cannot be assigned to commercial or independent professional activity. An entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, is exercising their commercial or independent professional activity.

None of the images in our online shop represent a legally binding offer and are used solely to present the spare parts.

The contract language is German.

§ 2 Conclusion of contract

You can submit a legally binding offer by phone, fax, e-mail or after completing the ordering process in our online shop by clicking the "Buy spare part" button.

When ordering via our online shop, you can choose from our range of used spare parts and collect them in a virtual shopping cart by clicking on the "shopping cart". In the "Checkout" area, select the "Payment method", enter your data and choose between "Order" or "Reservation", whereby in the case of "Reservation" after completing the ordering process, no binding offer is made and therefore no sales contract is concluded

can come. In the case of "order" you have the opportunity to view and change your data after confirming the button "check order". In the last step of the ordering process, you can only submit your offer by clicking on "buy" if you have ticked "I have read the general terms and conditions and accept them" and have included them in the application.

The receipt of the order is indicated to you by a confirmation by e-mail. The order is summarized here and you can print it out. It does not yet represent our acceptance of the offer. The contract is only concluded when we receive another e-mail. The delivery of the goods will take place within seven working days from the order.

§ 3 Subject to change

The goods are exemplarily represented in the Internet shop by means of pictures. The goods actually delivered may differ slightly from the images. We reserve the right to make changes that serve to further develop and improve the items, as well as minor color changes to the products. If the ordered goods cannot be delivered, the seller has the right not to deliver the goods.

§ 4 Prices, Shipping costs

Our prices include sales tax and plus shipping costs. The prices are specified by us and you will also be informed about the amount of the shipping costs during the ordering process. In addition, the shipping costs can be viewed under "Services" in a table "Shipping costs".

When ordering cash on delivery, additional cash on delivery fees apply. Their amount can also be found in the shipping costs.

We bear the shipping risk if the customer is a consumer.

We would like to point out that glass panes of any kind are not sent.

§ 5 Payment, due date and delays

We offer payment in advance, PayPal, cash on delivery and cash on collection. We reserve the right to exclude certain types of payment.

In the case of payment in advance or PayPal, transfer the invoice amount to the account specified by us within ten days of the conclusion of the contract. The ordered goods will be reserved for you until then. The dispatch takes place after receipt of payment or directly after transmission of the booking receipt (for example as a screenshot) by email or fax.

Payment of the purchase price is due immediately upon conclusion of the contract.

§ 6 Offsetting and right of retention

You are only entitled to offset claims, even in the event that notices of defects or counterclaims are to be asserted, if the counterclaims with which you wish to offset have been legally established, recognized by us or are undisputed.

You can only assert rights of retention if the counterclaim is based on the same sales contract.

§ 7 Retention of title

The goods remain our property until full payment.

§ 8 Warranty

All information on the goods that the customer receives as part of the ordering process is non-binding. In particular, we reserve the right to make changes in design and technology that improve the functionality of a product, as well as errors in descriptions, images and prices.

We are liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB. The statutory warranty is 12 months. All information on the properties of the products does not exempt the buyer from carrying out his own examination. Merchants have to examine the delivered goods - as far as reasonable also the sample processing - on receipt for defects in terms of quality and properties and, if necessary, to complain, otherwise the delivered goods are considered approved. In the case of non-merchants, the guarantee is based on the statutory provisions, insofar as used vehicles are the subject of the purchase contract and the buyer is not a consumer, a guarantee is excluded. If the customer is a consumer, the warranty period for the purchase of used items is one year.

In the case of gearboxes, motors and differentials, the operating fluids must be added in accordance with the manufacturer's instructions before commissioning. Seals and attachments are excluded from the guarantee.

We are not liable for installation / removal costs or workshop / assembly costs (any additional costs).

All of our articles have seals (visible and invisible) and in some cases also have seals. If these are damaged, any claim for reimbursement of costs expires.

All used items are checked for functionality and cleaned as far as possible or necessary. In exceptional cases, however, there may be hidden defects that are not apparent in the first approach. Any intent is excluded from this, we ask for feedback regarding problem solving.

All of our articles have seals (visible and invisible) or special markings and, in some cases, also seals. The return of an article purchased from us is only possible with an undamaged guarantee seal or marking. A change in the type and shape as well as the dismantling of the product generally leads to a loss of warranty, as this cannot be attributed to the normal, regular use granted.

Freight forwarding goods - In the case of freight forwarded goods (such as doors, motors, tailgates, etc.), please unpack the delivered shipment IMMEDIATELY in the presence of the carrier's driver, check for damage and, if necessary, note it on the delivery receipt. In the event of non-compliance, NO liability is assumed!

§ 9 Liability

Claims for damages are excluded. Exceptions are claims for damages resulting from injury to life, limb, health or from the breach of essential contractual obligations, as well as liability for other damages based on an intentional or grossly negligent breach of duty by us or our vicarious agents. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible and on whose compliance you can regularly rely.

In the event of a breach of essential contractual obligations, we are only liable for typical, foreseeable damage if this was caused simply by negligence. This does not apply if there are claims for damages resulting from injury to life, limb or health.

The restrictions of the aforementioned paragraphs also apply in favor of our vicarious agents if claims are asserted directly against them.

The provisions of the Product Liability Act remain unaffected.

§ 10 Data protection

We collect, process and save your personal data exclusively in accordance with the provisions of the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG). For information on data protection and the type, scope and purpose of the personal data we collect and use, please refer to our data protection provisions.

§ 11 Final provisions

The law of the Federal Republic of Germany applies. The UN sales law does not apply.

If you are a merchant, legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the contractual relationship between you and us is the court responsible for Meppen.

Should individual provisions of these terms and conditions be or become legally ineffective, this does not affect the effectiveness of the remaining provisions. The statutory provisions take the place of the ineffective provisions. The same applies if the terms and conditions have a gap that is not intended.