

1 Scope of these terms and conditions ("Terms")

1.1 These Terms exclusively govern the relationship between Reichelt Elektronik GmbH & Co. KG, Elektronikring 1, 26452 Sande /Germany ("we" or "us") and the customer ("you"). No terms of purchase or order provided by you the customer will apply. We reserve the right to alter our Terms from time to time, but only the Terms in force at the time of the conclusion of an order will apply to such order, regardless of any subsequent amendments. The latest version of our Terms is available at www.reichelt.com ("Our Site") or on request. In addition to these Terms, any licence terms and conditions from or with the manufacturer of a product on Our Site may also apply. Product names and logos are the property of the manufacturers and may not be used without their express permission. Product images appearing on Our Site are provided by way of illustration only and may differ from the products actually delivered.

1.2 We can accept orders, from and deliver to, countries outside the United Kingdom if the particular country can be selected in the country menu of our Site and subject to any legal restrictions which may apply. If you require delivery to a country which is not on the menu, please contact us directly at export@reichelt.com and we will try to help you if we can.

2 Contract Formation

2.1 The presentation of products on Our Site does not represent a legally binding offer. By clicking the „Buy now“ button you place a binding order ("Order") for the goods. Rather, it is a non-committal invitation in the online shop to order goods. By clicking the „Buy now“ button you place a binding order ("Order") for the goods. Upon receipt of your Order we will immediately send you an acknowledgement ("Acknowledgment"); however, the Acknowledgment does not constitute acceptance of your Order.

A purchase contract is only constituted if we explicitly declare acceptance of the purchase offer by e-mail (order confirmation) or if we send the goods to you within five days.

2.2 Contract language in Germany is German, in other countries German or English.

3 Prices

3.1 The prices listed on Our Site at the time that you place your Order are valid for the delivery of your goods. The prices for consumers indicated in our catalogue and/or Our Site include VAT. If the rate of VAT changes, there may be a delay in amending the prices shown on Our Site, but we will charge VAT at the rate applicable at the time of the Order. This also applies, if there is a price increase in the book market due to statutorily prescribed fair trade pricing. For deliveries to customers in some European countries we are obliged to charge the country-specific VAT rate. The VAT rates included in the prices correspond to those of the country pre-selected on Our Site, insofar as legally required.

3.2 All prices are indicated without shipping costs. The shipping costs are determined in the online shop depending on the weight of packages and the destination country. With cash on delivery payment, an additional postal fee of 2 EUR will be charged in Germany. The shipping rates per country and weight are listed online under: shippingcosts.reichelt.com.

3.3 Additional charges such as delivery charges and VAT are shown on invoices next to the individual net price/total net price.

3.4 Special offers featured on Our Site may be subject to a time limit or may be quantity-dependent. Details are provided in the product description.

4 Payment terms

4.1 Payment methods:

The methods of payment for each country can be viewed online at: payments.reichelt.com. If the selected payment method is direct debit (only in Germany), PayPal or Amazon Payments, the invoice amount will be debited after delivery. If you choose to pay by credit card, your credit card will be charged at the time of order.

4.2 Purchase by Installment Agreements

For hire purchase agreements our special Terms and Conditions for Purchase by Installment Agreements apply in addition. If and insofar as the special Terms and Conditions for Purchase by Installment Agreements are contrary to the Terms and Conditions the special Terms and Conditions for Purchase by Installment Agreements apply. The special Terms and Conditions for Purchase by Installment Agreements you can see here.

4.3 Payment delay

The general statutory regulations on the delay in payment shall apply

5 Right of Cancellation for consumers

Consumers are entitled to a Right of Cancellation

5.1 Cancellation instructions

Right of Cancellation

You have the right to cancel the contract without the need to provide any reason.

The cancellation period is fourteen days from the date you or a third person, named by you, other than the carrier have respectively has received the final item of the order. To exercise your right of Cancellation, you must inform us (reichelt elektronik GmbH & Co. KG, Elektronikring 1, 26452 Sande /DE, Fax: +49 (0)4422-955-211, Tel.: +49 (0)4422 955- 421, E-Mail: revocation@reichelt.com) of your decision to cancel by means of an explicit declaration (e.g., by a letter sent by post mail, fax or email) ("Cancellation Request"). You can use the return shipment slip which you can obtain if you request it. However this is not essential. The cancellation will be valid if we receive either the Cancellation Request, or the goods themselves before the expiry of the Cancellation Period.

Consequences of cancellation:

In the event that you cancel the contract, we have to refund all payments which we have received from you including minimum delivery costs (i.e. the least expensive delivery method we offer), not later than fourteen days from receipt of your Cancellation Request. We will use the same means of payment that you used for the original purchase, unless we, in our absolute discretion, expressly agree to do otherwise; you will never be charged a fee for this refund. We may withhold the refund until we have received the returned goods or until you have furnished satisfactory proof that you have sent the goods back to us (whichever takes place first). You must return or transfer the goods to us immediately, and in all circumstances before the expiry of the Cancellation Period. You will have complied with the above if you send the goods prior to the expiry of the Cancellation Period. We bear the costs of returning the goods within Germany if you use the shipment enclosed return label. Otherwise, you pay the direct costs of returning the goods. Outside Germany you will be responsible for the costs of returning the goods which costs can be viewed online at shippingcosts.reichelt.com. If you use the return label which we will send you at your request, such costs will be limited to the costs specified online. If you do not use the return label, you have to pay the whole amount of the costs for returning the goods. You are only responsible for covering any loss in value of the goods if this loss in value is based on unnecessary handling of the goods in order to inspect the characteristics, properties and functionality.

Financed Transactions

If you finance this contract with a loan and cancel it later, you are no longer bound to the loan contract if both contracts form an economic unit. This is particularly to be assumed if we are also your lender or if your lender uses our support to manage the financed transaction. If we already have received the loan at the effective date of the revocation, your lender shall succeed to our rights and obligations in relation to you under the financed agreement in respect of the legal consequences of the cancellation.

End of revocation instructions

5.2 The right of Cancellation applies to all EU countries

5.3 No cancellation right for certain goods

If the seal has been removed after delivery of audio or video recordings or computer software in a sealed package, there is no cancellation right.

6 Return of Goods

6.1 Return within Germany

Reichelt Elektronik GmbH & Co. KG has a special agreement regarding returns with the German Parcel carrier DHL. Therefore, Reichelt Elektronik GmbH & Co. KG offer the option, that private customers according to § 13 BGB (German Civil code), who want to use the right of cancellation according the above Item 3, to use DHL for returning the parcel, using the address label from the return delivery slip.

However, you are not obliged to use DHL for the effective exercise of the cancellation right.

6.2 Returns from outside of Germany

Return shipments can be handled easily, safely and cost-effectively depending on the country by the respective transport service provider. For return shipments from outside Germany, you can inform reichelt elektronik about the return shipment at retouren.reichelt.com by entering the order information and the goods you wish to return and asking for an address label for the return shipment ("Return Request").

Upon receipt we will immediately check your Return Request and will send you an address label for the return shipment. You can then, depending on your location, send the return shipment with the local post, or another transport service provider, using the address label you have received from us. For our Swiss customers the consignment will be picked up by GLS after registration and a certain lead time. If you have already paid for the goods, we will immediately refund this amount to you once we have received and checked the goods in accordance with our Terms. This clause does not limit your legal rights and therefore does not affect your cancellation rights in accordance with clause 5.1 of our Terms.

7 Availability for delivery

If the ordered goods are not available at the time of the order, reichelt will immediately inform you and will not accept the order of the goods, so that no contract is concluded. Any payments already made will be refunded immediately. Should part of the order not be available immediately, because reichelt was, without own fault, not supplied on time, although orders with the same cover have been given to reliable suppliers, the rest of the goods will be delivered without charging the additional transport costs as far as this is reasonable for the customer.

8 Retention of title

The goods remain our property until payment for them has been made by you to us in full.

9 Software, licenses, literature

9.1 In many cases the specific articles (e.g. software) are subject to the manufacturer's licence conditions, which apply in addition to these Terms. By opening the sealed package and/or using the product, you accept the manufacturer's licence conditions and are liable for the damages resulting from any breach of the same

10 Warranty

10.1 Consumers according to § 13 BGB are entitled to the statutory warranty claims.

10.2 For business customers according to § 14 BGB the warranty period is one year. This period does not apply to claims for damages by the buyer resulting from injury to life, limb or health or from deliberate or grossly negligent breach of duty by the seller or his vicarious agents, which become statute-barred according to statutory regulations.

11 Liability

11.1 reichelt elektronik GmbH & Co. KG is not liable for slightly negligent breaches of duty, insofar as they do not pertain to essential contractual duties or damages result from injury to the life, limb or health or are substantive claims in accordance with the German Product Liability Act. reichelt elektronik GmbH & Co. KG is only liable for damages which are based on fraudulent concealment of the defect or if reichelt elektronik GmbH & Co. has provided a guarantee for the properties of the goods.

11.2 Insofar as reichelt elektronik GmbH & Co. KG is also liable for slight negligence, the liability is limited to the amount of the damages which are typically foreseeable for this type of contract.

11.3 The exclusion of liability in this clause 11 also applies to the liability of legal representatives, employees and agents of reichelt elektronik GmbH & Co. KG.

12 Export control, embargo regulations

Certain products with US-American origin, which are marketed by reichelt elektronik, may be subject to US-American as well as European and German export restrictions. You as a customer agree to comply with all restrictions and regulations of the USA, of Germany/EU and/or all other foreign governments or authorities. You also agree not to supply these products either directly or indirectly to countries which are subject to a trade embargo, or to Companies or individuals who are named in the US Denied Persons List or similar lists. You as our customer are legally obliged to inform all recipients of such products on the need to comply with these laws and regulations.

13 Miscellaneous

13.1 Insofar as you as the customer are a business customer in the sense of Article 14 of German Civil Code, the place of fulfillment for all services owed by both parties from the contract is Sande, Germany.

13.2 Orders sent multiple times - regardless of the reason - must be clearly identified; otherwise each Order will be treated as a new Order and fulfilled separately. We will not be liable for any costs in such cases.

13.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the Contracts Rights or otherwise.

13.4 If individual regulations of these General Terms and Conditions should be partially or wholly invalid, the validity of the remainder of these General Terms and Conditions shall not be affected.

14. Governing Law, Jurisdiction and EU online dispute resolution

14.1 German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

14.2 The exclusive jurisdiction is Jever or another legal jurisdiction according to the discretion of reichelt elektronik GmbH & Co. KG, insofar as you as the customer are a merchant in the sense of German Commercial Code or a corporation under public law.

14.3 If you as the customer are dealing and concluding the contract as a private person, the regulations of the paragraphs 14.1 and 14.2 shall not affect the mandatory legal regulations of the country in which you reside and from which you conclude the contract.

14.4 Since 15 February 2016 the EU Commission provides a platform for settling out-of-court disputes at <http://ec.europa.eu/consumers/odr/>. This allows consumers to resolve disputes connected with your online order without initial recourse to a court of law. However, in the case of possible disagreements from our contract with you as a customer, it is always our intention to settle these directly with you - quickly and amicably. We are therefore not participating in the EU's online dispute settlement procedure. We offer an internal arbitration solution instead. Contact us at odr@reichelt.de.

Identifiable address:

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