

## **General Terms and Conditions (GTC)**

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These are the General Terms and Conditions (GTC) of:

**reuter europe GmbH**  
**Kaistraße 13**  
**40221 Düsseldorf / Germany**

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**Fax: +49 211 / 781 707 – 297**  
**E-mail: info@reuter.de**

**Düsseldorf Local Court,**  
**HRB 86603**  
**Turnover Tax ID No.: DE 265 099 456**

**Managing Director: Bernd Reuter**

### **§ 1 General information**

**1.1** reuter europe GmbH (hereinafter referred to as "Reuter") offers in particular home furnishings and domestic technology through its online shop under the domains [www.reuter.de](http://www.reuter.de) and [www.reuter.com](http://www.reuter.com). With the exception of display articles, the goods are all new.

**1.2** These GTC apply for the entire business relationship between "Reuter" and the customer.

**1.3** Customers as defined in these conditions of sale are consumers as well as entrepreneurs.

**1.3.1** A consumer is a natural person with whom business relations have been entered into and who acts for a purpose which can neither be attributed to their commercial nor to their independent self-employed activities.

**1.3.2** Entrepreneur as defined in these GTC is a natural person or legal entity or partnership with legal capacity with whom business relations have been entered into and who acts in their commercial or their independent self-employed capacity.

### **§ 2 Option to save and view contract texts**

**2.1** The GTC can be viewed in the online shop on the detail page "GTC" at all times, the link "GTC" can be found at the bottom of the online shop. There is an option to save or print the GTC.

There are two saving options available:

A) By using the function in the internet browser, usually found under "File" and then in the dropdown menu, "Save As".

B) On the top upper part of the detail page GTC the word "save" and the relevant symbol can be found. By clicking on the word or symbol, a PDF document will open, this can be saved. To open the document, the free program Adobe Reader (found under [www.adobe.de](http://www.adobe.de)) or an equivalent program which can open a PDF will be required.

The following option is available to print the document:

On the top upper part of the detail page GTC the word "print" and the relevant symbol can be found. By clicking on the word or symbol the printing process will start.

**2.2** Additionally there is the option to archive the data of your own order in two ways:

A) In the third ordering step "Review & checkout" in our online shop with the help of the browser function, the data of the order and our GTC can be saved or printed. Additionally the GTC can be printed via the directly integrated "print" function.

B) After successfully completing the order, an automatic order confirmation is sent to the given e-mail address. This e-mail confirmation confirms the receipt of your online order and contains all the data of the referred order again. This e-mail can be printed or saved via the e-mail program.

### **§ 3 Conclusion of a contract**

**3.1** The products and services listed within the online shop do not represent binding offers by "Reuter". On the contrary, the offers represent requests to the customer to submit a binding offer to "Reuter".

**3.1.1** Pictures of products as well as drawings or illustrations are only to be understood as approximate product descriptions. The information in the acknowledgement of order is authoritative for the product characteristics.

**3.1.2** The products listed within the online shop, in particular electronic components and equipment, meet the requirements of the German market (voltage 230 volts; connections according to German standards).

### **3.2 Orders for all products except kitchen worktops**

**3.2.1** With the order - whether by telephone, written or electronic - the customer firmly submits his contract offer. "Reuter" shall confirm receipt of this order in the Internet vis-à-vis the customer without delay by sending a Receipt of Order. To this extent, however, this does not represent acceptance of the order; this may, however, be combined with the declaration of acceptance.

**3.2.2** "Reuter" is entitled to accept the contract offer of the customer within three working days of receipt of said offer. Acceptance may be declared either by explicit notification in form of an Order Confirmation or by delivery of the goods.

**3.2.3** "Reuter" accepts no procurement risk and reserves the right to release itself from its obligation to fulfil the contract in the event that "Reuter" should not be supplied correctly or properly by outside suppliers. This is without prejudice to the liability of "Reuter" for intent or negligence in accordance with the liability provisions of § 13 of these GTC. In the event of the non-availability or only partial availability of the goods or services, "Reuter" shall inform the customer without delay; in the event of withdrawal, the counter-performance shall be refunded to the customer without delay.

**3.2.4** "Reuter" ships products only to customers in those countries which can be selected as shipping countries of in the shipping cart of "Reuter" during check-out. Deliveries to other countries can be either made either via the website [www.reuter.com](http://www.reuter.com) or on customer's request. Furthermore, customers can purchase products as "self-collectors" according to the provisions set out below and personally collect the products at the issue point provided by "Reuter".

### **3.2.5 The following special conditions apply for contracts with customers with international connections:**

#### **3.2.5.1 Consumers with a billing address in an EU country**

If a consumer with a billing address in an EU country wishes to purchase goods from "Reuter", it can choose between "Shipment to a country of delivery listed in the online shop" (3.2.5.1.1) and "Collection" (3.2.5.1.2) if it selects a "Country of delivery" listed in the online shop, and "Collection" (3.2.5.1.2) if it selects a country of delivery not listed in the online shop. If the consumer wants the goods to be shipped to a country of delivery that is not listed in the online shop, the order will be checked by "Reuter" (3.2.5.1.3).

##### **3.2.5.1.1 Shipment to a country of delivery listed in the online shop**

If a consumer with a billing address in an EU country buys goods from "Reuter" and chooses to have them shipped to a country of delivery specified as the "Country of delivery" in the online shop, "Reuter" shall deliver the goods to the selected country of delivery and invoice the respectively applicable value-added tax for this country of delivery.

##### **3.2.5.1.2 Collection**

If a consumer with a billing address in an EU country purchases goods from "Reuter" and these goods are collected as goods for "Collection" at the issuing points provided for this purpose by "Reuter" in the Federal Republic of Germany, "Reuter" shall initially invoice the respectively applicable value-added tax in accordance with German law.

##### **3.2.5.1.3 Shipment to a country of delivery not listed in the online shop**

If the consumer chooses to have the goods shipped to a country of delivery that is not listed in the online shop, the order is sent to "Reuter" for examination. "Reuter" checks whether the order can be sent to the selected country of delivery. "Reuter" reserves the right to refuse to execute orders after checking them. If "Reuter" accepts the order, "Reuter" will contact the consumer to coordinate the shipping arrangements.

#### **3.2.5.2 Entrepreneurs with a billing address in an EU country**

If an entrepreneur with a billing address in an EU country (apart from Germany) wishes to purchase goods from "Reuter", he can choose between "Shipment" (3.2.5.2.1) and "Collection" (3.2.5.2.2) if he selects a "Country of delivery" listed in the online shop. If the customer selects a country that is not listed in the online shop as a "Country of delivery", he can only select "Collection" (3.2.5.2.2).

If an entrepreneur with a billing address in Germany wishes to purchase goods from "Reuter", he can choose between "Shipment" (3.2.5.2.1) and "Collection" (3.2.5.2.2) if he selects a "Country of delivery" listed in the online shop. If the customer selects a country that is not listed in the online shop as a "Country of delivery", he can only select "Collection" (3.2.5.2.2).

If the entrepreneur wishes to have the order shipped to a country that is not listed in the online shop, "Reuter" will check the order on request (3.2.5.2.3).

The entrepreneur must always provide proof of his entrepreneurial status. Proof of a valid value-added tax identification number (VAT ID number) is required to serve as proof of entrepreneurial status. The value-added tax identification number should already be stated when ordering the goods.

### **3.2.5.2.1 Shipment**

If an entrepreneur with a billing address in an EU country buys goods from "Reuter" and chooses to have them shipped to an EU country specified as the "Country of delivery" in the online shop, "Reuter" shall deliver the goods to the selected EU country tax-free.

### **3.2.5.2.2 Collection**

If an entrepreneur with a billing address in an EU country purchases goods from "Reuter" and these goods are collected as goods for "Collection" at the issuing points provided for this purpose by "Reuter" in the Federal Republic of Germany, "Reuter" shall initially invoice the respectively applicable value-added tax in accordance with German law.

If the entrepreneur transfers the goods to another EU country and subsequently sends "Reuter" a correctly completed confirmation of arrival, the value-added tax levied in the Federal Republic of Germany shall be refunded. The refund shall be made by the means of payment used by the customer at the time of purchase.

### **3.2.5.2.3 Shipment to a country of delivery that is not listed in the online shop**

If the consumer chooses to have the goods shipped to a country of delivery that is not listed in the online shop, the order is sent to "Reuter" for examination. "Reuter" checks whether the order can be sent to the selected country of delivery. "Reuter" reserves the right to refuse to execute orders after checking them. If "Reuter" accepts the order, "Reuter" will contact the entrepreneur to coordinate the shipping arrangements. Delivery to an entrepreneur in an EU country that is not listed in the online shop is fundamentally effected tax-free upon presentation and successful verification of the VAT identification number (European VAT ID number with the exception of a German VAT ID number). Delivery to a non-EU country that is not listed in the online shop is fundamentally effected tax-free without presentation of a VAT identification number.

### **3.2.5.3 Consumers and entrepreneurs with a billing address in a non-EU country**

If a customer wishes to purchase goods from "Reuter" regardless of whether he is a consumer or an entrepreneur and who has a billing address in a non-EU country listed in the online shop as a "Country of delivery", the customer has the following options:

#### **3.2.5.3.1 Billing address is the same as the delivery address in the non-EU country**

The customer with a billing address in a non-EU country listed in the online shop as a "Country of delivery" can choose to have the goods shipped by "Reuter" to the non-EU country stated in the billing address as "Shipment" (3.2.5.3.1.1) or "Collection" (3.2.5.3.1.2).

##### **3.2.5.3.1.1 Shipment**

In this case, the customer must select "Shipment" of the goods to the non-EU country when placing the order. "Reuter" will then ship the goods to the non-EU country stated in the billing address and take care of all the customs formalities and invoice the value-added tax valid in the non-EU country.

##### **3.2.5.3.1.2 Collection**

If the customer wishes to collect the goods at the issuing points provided by "Reuter" for this purpose in the Federal Republic of Germany, the customer must select "Collection" as the delivery method when ordering, and specify the non-EU country listed in the online shop as the "Country of delivery" to which he wants to transport the goods. The customer will then be contacted by "Reuter". Upon collection of the goods at the designated issuing point, the customer

receives from "Reuter" the fully prepared customs documentation necessary for export. "Reuter" never gives its customers the EORI number individually. "Reuter" first invoices the value-added tax due in the Federal Republic of Germany. Following the proper export to the specified non-EU country and notification by the customer, "Reuter" checks the electronic export documentation. If "Reuter" is able to verify the proper export on the basis of the documentation, "Reuter" will reimburse the customer the value-added tax levied in the Federal Republic of Germany.

#### **3.2.5.3.2 Delivery address in an EU country listed in the online shop**

If a customer with a billing address in a non-EU country listed in the online shop as a "Country of delivery" wishes to have the goods delivered by "Reuter" to an EU country or wants to collect the goods at the issuing points in the Federal Republic of Germany designated by "Reuter" for this purpose, the order is sent to "Reuter" for examination. "Reuter" checks whether the order can be shipped to or collected in the selected EU country and be taken into the respective EU country by the customer himself. The customer will then be contacted by "Reuter" in order to coordinate the shipping or collection arrangements. In such cases "Reuter" reserves the right not to confirm the order.

##### **3.2.5.3.2.1 Shipment**

If the goods are to be shipped, the value-added tax levied in the EU country is invoiced.

##### **3.2.5.3.2.2 Collection**

If the goods are to be collected, "Reuter" will invoice the respectively applicable value-added tax in accordance with German law.

#### **3.2.5.2.3 Delivery address in a non-EU country not listed in the online shop**

A customer with a billing address in a non-EU country listed in the online shop as a "Country of delivery" can collect the goods at the issuing points in the Federal Republic of Germany designated by "Reuter" for this purpose. In this case the customer must select "Collection" as the delivery method when ordering, and specify the non-EU country listed in the online shop as the "Country of delivery" to which he wants to transport the goods. "Reuter" will check the customer's order and contact the customer to coordinate the collection arrangements. Upon collection of the goods at the designated issuing point, the customer receives from "Reuter" the fully prepared customs documentation necessary for export. "Reuter" never gives its customers the EORI number individually. "Reuter" first invoices the value-added tax due in the Federal Republic of Germany. Following the proper export to the specified non-EU country and notification by the customer, "Reuter" checks the electronic export documentation. If "Reuter" is able to verify the proper export on the basis of the documentation, "Reuter" will reimburse the customer the value-added tax levied in the Federal Republic of Germany.

**3.2.5.4** If members of NATO armed forces stationed in the Federal Republic of Germany conclude purchase contracts with "Reuter", such purchase contracts will be treated as purchase contracts with German customers and as deliveries within Germany. In particular, the respectively applicable value-added tax in accordance with German law will be invoiced.

**3.2.5.5** If a customer with a billing address in a non-EU country that is not explicitly named as a country of delivery in the "Reuter" online shop wishes to purchase goods from "Reuter", and if the purchased goods are to be delivered by "Reuter" to a non-EU country not explicitly named as a country of delivery in the online shop, or if they are to be transported by the customer after collection at the issuing points designated for this purpose by "Reuter" in the Federal Republic of Germany, "Reuter" will check the customer's order on request. Reuter reserves the right to refuse to execute such an order.

If "Reuter" accepts the order, the following special conditions concerning "Reuter's" liability and warranty obligations shall apply: The goods offered in the online shop comply exclusively with the laws, directives and standards that apply in Germany. "Reuter" shall assume no warranty or guarantee for conformity of the goods with the respectively applicable laws, directives and standards in non-EU countries. The customer shall examine the conformity of the goods in the respective country before using and installing them. The warranty (repair, replacement delivery, compensation, withdrawal, reduction) as well as the liability and warranty claims for defects not covered by the conformity of the goods with the laws, directives and standards applicable to them in the respective non-EU country shall - as far as is legally permissible - be excluded, if the customer does not return the goods exported abroad back to Germany to "Reuter". The goods must be returned to the "Reuter" collection point. The goods are sent to Germany to "Reuter" at cost and risk of the customer.

**3.2.6** All products we sell only in customary quantities. This applies both to the order of a product in a single order as well as for multiple orders of the same product, which are delivered in close temporal association. In case non-customary quantities are ordered, we will review the order. We reserve the right to reject orders of non-customary quantities or to bill additional shipping charges.

### **3.3 Orders for kitchen worktops**

**3.3.1** Orders for kitchen worktops can only be placed via the online shop. For this purpose, the selection of the material, the filling in of the requested dimensions and the other mandatory fields in the online form are required.

**3.3.2** In the online form, a cost estimate is calculated based on the information provided by the customer, the material price as well as on the costs for measurement, delivery and installation.

**3.3.3** Due to the nature of kitchen worktops, "Reuter" does not offer them for self-collection and self-installation. Orders for kitchen worktops always include a measurement and installation at a location in Germany (mainland).

**3.3.4** By filing the online form, the customer declares his interest in a concrete cost estimate and a quote for carrying out a measurement. "Reuter" shall immediately confirm receipt of the form to the customer by e-mail. This shall not, however, constitute a contractual offer to carry out a measurement or a contractual offer to purchase, deliver and install the kitchen worktop.

**3.3.5** "Reuter" shall provide the customer with a contractual offer to carry out a measurement within three working days of receipt of the online form. In addition, the customer will receive a cost estimate for the purchase, delivery and installation of the kitchen worktop.

**3.3.6** The offer to carry out the measurement shall be effective four (4) weeks after being sent to the customer. The customer can accept or reject the offer within this period of time by explicit declaration via e-mail.

**3.3.7** A binding offer for the purchase, delivery and installation of the kitchen worktop can only be made by "Reuter" after examining the on site circumstances and carrying out the measurements.

**3.3.8** If the customer accepts the offer to carry out the measurement, the respective third-party service provider shall contact the customer, after receipt by "Reuter" of full payment of the costs for the measurement, in order to arrange a date for the measurement and the examination of the space in which the kitchen workshop is to be installed.

**3.3.9** The examination and measurement are carried out by an employee of the third-party service provider in an on-site appointment with the customer.

**3.3.10** The customer undertakes to comply with the agreed measurement date or to cancel it with at least seven (7) days notice. In the event that the customer does not cancel the agreed appointment in due time or is not present at the agreed date, "Reuter" is entitled to claim a flat-rate fee of a maximum of 120.00 EUR for the service-call charge or for administrative expenses.

**3.3.11** Due to deviations between the information in the form and the measurement or due to the circumstances on site, the scope for design, the material and/or the purchase price may be subject to change after the measurement. It may also be the case that the spatial and local circumstances do not permit the delivery and installation of the kitchen worktop. In this case, "Reuter" shall inform the customer accordingly within seven (7) days of the measurement at the latest.

**3.3.12** If the examination and measurement indicate that the spatial and local circumstances allow for the delivery and installation of the kitchen worktop, "Reuter" shall send the customer a binding contractual offer for purchase, delivery and installation within seven (7) days following the measurement, stating the total purchase price including purchase price and installation costs as well as an approximate delivery time.

**3.3.13** The installation costs, including VAT, shall be based on the actual weight of the kitchen worktop(s). Installation costs shall be shown separately in the tender submitted by Reuter.

**3.3.14** The offer shall be valid for four (4) weeks from its dispatch to the customer. The customer can accept or reject the offer within this period of time by express declaration via e-mail.

**3.3.15** In the event that the offer is rejected, only the costs already paid for the measurement as well as a service-call charge due for a missed measurement date will apply. Further costs will not be charged.

**3.3.16** After acceptance of the contract offer and payment of the total purchase price, the third-party service provider commissioned by Reuter shall contact the customer after receipt of payment of the full purchase price by "Reuter" in order to agree on a date for delivery and installation of the kitchen worktop.

**3.3.17** Agreed dates must be complied with. In the event that the customer fails to comply with the agreed installation date or does not cancel with at least seven (7) days notice, "Reuter" is entitled to claim a flat-rate fee of a maximum of 120.00 EUR for the service-call charge or for administrative expenses.

**3.3.18** "Reuter" does not assume any procurement risk and reserves the right to release itself from the obligation to fulfil the contract in the event of incorrect or flawed delivery by suppliers. The responsibility of "Reuter" for intent or negligence in accordance with the liability provisions of these General Terms and Conditions according to § 13 shall remain unaffected. In the event of non-availability or only partial availability of the service, "Reuter" shall inform the customer accordingly without delay. In the event of withdrawal from the contract, any payments already made shall be refunded to the customer without delay.

**3.3.19** "Reuter" supplies and installs kitchen worktops at locations in Germany (mainland).

**3.3.20** All kitchen worktops are sold by "Reuter" in normal household quantities only. This applies both to the order of a product in a single order as well as multiple orders of the same product which are delivered in close temporal association.

#### **§ 4 Measurement and installation service for all products except kitchen worktops**

**4.1** „Reuter“ offers **only then** a measurement- and installation service for products ordered from „Reuter“ if the respective product description in the Reuter Shop says so. Precondition of this service is the availability of a third-party service provider in the area requested by the customer and the placement of an order in the Reuter Shop.

**4.2** Upon "Reuter's" receipt of the payment the third-party service provider will contact the customer to (i) schedule and conduct an appointment for the measurement and the inspection of the intended location, (ii) update the order data afterwards and/or to (iii) schedule and conduct an assembly date.

**4.3** With regard to other products offered without measurement- and installation service ordered at the Reuter Shop reference is made to the website [www.werkprofi.de](http://www.werkprofi.de). The customer will find a Germany-wide network of qualified third-party service providers who can be hired by customers as installation partners on behalf of the installation of products ordered at the Reuter Shop.

#### **§ 5 Instructions on withdrawal**

##### **Right of withdrawal (Goods)**

###### **Instructions on withdrawal**

###### **Right of withdrawal**

**You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day**

- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods;
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last goods;
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or pieces.

**If more than one of the above alternatives are present, the withdrawal period starts to run only from the day on which you acquire, or a third party other than the carrier an indicated by you acquires, physical possession of the last good or of the last lot or piece.**

**To exercise the right of withdrawal, you must inform us (reuter europe GmbH, Kaistraße 13, 40221 Düsseldorf / Germany, E-Mail: [widerruf@reuter.de](mailto:widerruf@reuter.de); Tel: +49 211 / 781 707 - 901; Fax: +49 211 / 781 707 - 951) of your decision to withdraw from this contract by an unequivocal statement (e.g. letter sent by post, fax or e-mail). You may use the attached [model withdrawal form](#) (see appendix), but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right**

of withdrawal before the withdrawal period has expired.

#### Effect of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

In case of goods, by their nature, can normally be returned by post, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods, by their nature, can normally be returned by post or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will collect the goods, by their nature, cannot normally be returned by post.

You will have to bear the direct cost of returning the goods. For goods, that by their nature cannot normally be returned by post, the cost is estimated at a maximum of 190.90 EUR (return within Germany), or 302.09 EUR (return from abroad).

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### Note:

You can make through our online return form the goods ready for shipment. This means to create labels for you, with which you can return the goods. For goods, by their nature, cannot normally be returned by post, one of our agents is informed to contact you to arrange a pick-up with you. This is an offer to you, which is however, no conditions for the effective exercise of the right of withdrawal.

The right of withdrawal does not apply to distance contracts, e.g.

- to the delivery of goods that are not pre-made and the production of which an individual choice or decision by the customer is important or which are clearly tailored to the personal needs of the consumer;
- to the delivery of goods that can spoil quickly or whose expiration date has passed quickly.

The right of withdrawal expires prematurely with regards to distance contracts

- for the supply of sealed goods which are unsuitable to be returned for reasons of health or hygiene when they were unsealed after delivery;
- for the supply of goods, if, due to their nature, they were irreversibly mixed with other goods after delivery.

#### Right of withdrawal (Services)

#### Instructions on withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (reuter europe GmbH, Kaistraße 13, 40221 Düsseldorf / Germany; e-mail: [widerruf@reuter.de](mailto:widerruf@reuter.de); Tel: +49 211 / 781 707 - 901; Fax: +49 211 / 781 707 - 951) of your decision to withdraw from this contract by an unequivocal statement (e.B. a letter sent by post, fax or e-mail). You may use the attached [model withdrawal form](#) (see appendix), but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a

**result of such reimbursement.**

**If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.**

## **§ 6 Prices, delivery and shipping costs**

### **6.1 Prices**

#### **6.1.1 Product prices (except kitchen worktops)**

The prices listed within the online shop are final prices. Accordingly, they include all price components, including any taxes due. There are no additional costs for customs, fees and taxes for cross-border deliveries into Switzerland.

**6.1.2** Payable delivery and shipping costs are not included in the purchase price. For the dispatch of the goods within Germany as well as abroad, shipping costs are therefore payable; these are also to be borne by the buyer and depend on the concrete article description and the dispatch information contained therein, or further details concerning the calculation of these costs are specified by the online shop.

**6.1.3** The shipping charges apply per order in one complete delivery, unless otherwise agreed. Please note that additional charges for partial deliveries can occur.

Orders will be sent free of charge in one delivery after reaching an order value of more than € 2,000.00 within (only mainland) Germany.

**6.1.4** In case of orders of non-customary quantities additional shipping charges may apply.

#### **6.2 Prices kitchen worktops**

The prices listed within the online shop refer to the price per square metre. They include the price of the material per metre including any applicable taxes. The costs for measurement and installation are not included in the price per square metre. A provisional total price including measurement and installation as well as any applicable taxes will be quoted in a cost estimate after completing the online form. A contract offer, including the final total purchase price, can only be submitted after measurement and examination of the space where the worktops are to be installed.

## **§ 7 Terms of payment**

**7.1** Unless otherwise agreed, the customer can choose from among the payment methods designated in the online shop, including payment in advance via bank transfer, credit card, SOFORT Banking, iDeal (NL), PostFinance (CH), buy now, pay later (only available in Germany, after positive credit assessment) or COD (DE).

Additional charges may be incurred for certain payment methods.

**7.1.1** With the buy now, pay later payment method, "Reuter" or the service provider ([Klarna Bank AB \(publ\)](#), Sveavägen 46, 111 34 Stockholm, Sweden) assigned by "Reuter" may carry out a credit assessment insofar as required in the legitimate interests of "Reuter" or the service provider and on condition that the customer's right to data protection is not infringed. "Reuter" or the service provider will use the required data for the credit assessment after approval by the customer.

When paying by buy now, pay later via a service provider, Reuter will pass on your data to the service provider for the purpose of address and credit checks as part of the purchase initiation and settlement of the purchase contract. You can only be offered payment methods that are permitted based on the results of the credit assessment. Further information and the conditions of use of the service provider can be found under the following link ([https://cdn.klarna.com/1.0/shared/content/legal/terms/0/de\\_de/user](https://cdn.klarna.com/1.0/shared/content/legal/terms/0/de_de/user)). The customer can find general information about the service provider under the following link <https://www.klarna.com/de/>. Personal data of the customer are treated by the service provider in accordance with the applicable data protection regulations and in accordance with the information in the data protection regulations of the service provider ([https://cdn.klarna.com/1.0/shared/content/legal/terms/0/de\\_en/privacy](https://cdn.klarna.com/1.0/shared/content/legal/terms/0/de_en/privacy)).

**7.1.2** Payment by COD is possible solely for deliveries within Germany. This payment method is subject to an additional charge of € 6.66. This will be shown separately in the Order Confirmation.



**7.1.3** If payment is made by cash on delivery or by buy now, pay later, so-called payment method fees will be charged. The following fees will be charged:

- **COD:** € 6.66
- **Buy now, pay later:** 1% of the order value

**7.1.4** „Reuter“ reserves the right not to offer all payment methods. “Reuter” also reserves the right to change the payment method, if the payment method chosen by the customer does not work.

**7.1.5** Provided the shipment is made within the EU, the customer agrees, that the invoice will be issued electronically. The paper invoice will no longer be enclosed with your delivery but sent to you as pdf-document by e-mail. In addition the pdf-document of the invoice will be made available on your customer account for download, storage and printing. Viewing the pdf-document requires the Acrobat Reader, which can be downloaded for free at Adobe.

**7.2** Unless the buy now, pay later method has been agreed, the customer must pay the purchase price plus any costs for delivery and shipping at the latest 10 days after receipt of the demand for payment; receipt of payment by "Reuter" is decisive here. After the time limit has expired without receipt of payment, the customer is in default of payment without any further statement having to be made by the vendor. In the case of buy now, pay later, the payment period is 14 days from shipment of the goods / or, in the case of other services, when the service is provided. Otherwise, the payment conditions of the service provider apply ([https://cdn.klarna.com/1.0/shared/content/legal/terms/EID/de\\_de/invoice?fee=0](https://cdn.klarna.com/1.0/shared/content/legal/terms/EID/de_de/invoice?fee=0)).

**7.2.1** A consumer must pay interest on the debt during the default period in the amount of 5 percentage points above the current base lending rate. Should the customer be an entrepreneur, "Reuter" shall charge interest on arrears in the amount of 9 percentage points above the current base lending rate. For buy now, pay later, the payment terms and conditions of the service provider apply.

**7.2.2** "Reuter" retains the right to claim higher interest on arrears if it can prove that the damage incurred is higher.

## **§ 8 Right of retention**

The customer may only claim a right of retention if his counterclaim is based on the same contractual relationship.

## **§ 9 Terms of delivery and shipment**

### **9.1 Delivery and shipping conditions for all products except kitchen worktops**

#### **9.1.1 Unless otherwise specified, the goods shall be delivered against advance payment and by mail.**

**9.1.1.1** For all goods marked as “**Immediately Available**”, Reuter offers standard delivery to all countries which can be selected in the shopping cart during check-out as shipping countries and in Germany, as an alternative to standard delivery, premium delivery. Alternatively, Reuter offers self-collection in its logistics centre:

**9.1.1.1.1** Standard delivery: The goods will be dispatched on the working day after a successful order-check, receipt of the Order Confirmation and after receipt of full payment. For packages, shipping time within Germany (mainland only) is 1 to 3 business days from the date of dispatch. For pallets, the shipping time within Germany (mainland only) is 2 to 6 business days from the date of dispatch.

**9.1.1.1.2** Premium Delivery: In the case of Premium Delivery, Reuter undertakes to dispatch the order on the same day providing the order-check is successfully completed before 2 p.m., the Order Confirmation is delivered and payment is received. For parcels, the shipping time within Germany (mainland only) is 1 to 2 working days from the date of dispatch. For pallets, the shipping time within Germany (mainland only) is 1 to 4 working days from the date of dispatch.

**9.1.1.1.3** Self-collection at the logistics centre: If the customer has chosen this delivery method “self-collection” when placing the order, he can pick up his order at his own expense at the Reuter’s Logistics Centre, Lagro Logistik GmbH, Hamburgring 1, 41179 Mönchengladbach, Germany. After the order-check is successfully completed, the Order Confirmation is delivered and payment is received, the customer will be informed by e-mail as soon as his order is available for collection at the logistics centre.

**9.1.1.2** Regarding goods for which a delivery time other than “Immediately Available” is specified, Reuter offers standard delivery to all countries which can be selected in the shopping cart during check-out as shipping countries and self-collection at the logistics centre:

9.1.1.2.1 Standard Delivery: Dispatch of the ordered goods will take place on the first working day after the successful completion of the order-check by Reuter, delivery of the Order Confirmation, receipt of full payment and receipt of the goods at the Reuter logistics centre (receipt of the goods at the Reuter logistics centre will take place within the delivery time specified next to the product).

For packages, shipping time within Germany (Mainland only) is 1 to 3 business days from the date of dispatch (depending on the delivery time specified next to the product). For pallets, the delivery time within Germany (mainland only) is 2 to 6 working days from the date of dispatch (depending on the delivery time specified next to the product).

9.1.1.2.2 Self-collection at the logistics centre: If the customer has chosen this delivery method “self-collection” when placing the order, he can pick up his order at his own expense at the Reuter’s Logistics Centre, Lagro Logistik GmbH, Hamburgring 1, 41179 Mönchengladbach, Germany. After the order-check is successfully completed, the Order Confirmation is delivered and payment is received, the customer will be informed by e-mail as soon as his order is available for collection at the logistics centre. (receipt of goods in the logistics centre will be within the delivery time specified next to the product).

The delivery times next to the product are specified in weeks, which are shown below in days:

	Parcel	Palet
Approx. 1 WK	approx. delivery term 5 - 7 WD	approx. delivery term 6 - 9 WD
approx. 1 - 2 WK	approx. delivery term 8 - 14 WD	approx. delivery term 10 - 17 WD
approx. 2-3 WK	approx. delivery term 15 - 21 WD	approx. delivery term 18 - 23 WD
approx. 3-5 WK	approx. delivery term 22 - 35 WD	approx. delivery term 24 - 37 WD
approx. 5-8 WK	approx. delivery term 36 - 56 WD	approx. delivery term 38 - 58 WD
on request	depending on the production time	depending on the production time

9.1.1.3 If the expected delivery - independent of the selected delivery method (standard or premium delivery) date falls on a Sunday or national bank holiday, the delivery date shall be postponed to the next working day. Saturdays are only considered working days for the delivery of a parcel (not for pallet delivery). For the purpose of calculating delivery times, we would like to point out that a bank transfer can take 1 to 3 working days until payment is received.

**9.1.2 The goods shall be placed in storage free of charge for max. 6 months. Thereafter, storage costs shall be charged.**

**9.1.3** If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods shall pass to him as soon as the shipment has been handed over to the person responsible for transportation.

**9.1.4** With consumers, the risk of accidental loss and accidental deterioration of the goods in the event of mail-order purchase shall pass to the consumer when the goods are handed over to the consumer.

**9.1.5** With respect to the assumption of risk, the terms are identical with those of handover if the customer defaults in accepting the delivery of goods.

**9.1.6** The customer assures that he has given the correct and complete delivery address with his order. If additional shipment costs should be incurred on account of incorrect address data, for example if the shipment costs are incurred once more, these costs must be paid by the customer.

**9.1.7** The goods are delivered to the kerbside by the forwarding agent upon delivery. If the size of the goods permits delivery by a parcel service, the goods will be delivered to your first door.

## **9.2 Delivery and shipping conditions for kitchen worktops**

**9.2.1** Kitchen worktops are manufactured individually for the customer after the measurements have been taken. After production, the kitchen worktop is delivered to the customer at the agreed installation date and then installed.

**9.2.2** The risk of accidental loss and accidental deterioration of the goods shall pass to the customer after installation and acceptance of the installed kitchen worktop.

**9.2.3** With respect to the assumption of risk, acceptance shall be deemed to have taken place if all conditions for acceptance are met and the customer refuses acceptance due to minor defects.

**9.2.4** The customer assures that he has given the correct and complete delivery address in the order. If additional costs be incurred on account of incorrect address data, for example if the shipment costs are incurred once more, these costs must be paid by the customer.

## **§ 10 Retention of title**

"Reuter" shall retain ownership of the goods until full payment has been made. If the customer should be an entrepreneur, "Reuter" shall retain ownership of the goods until all claims to which it is entitled against the buyer arising from the business relationship have been met.

## **§ 11 Warranty**

**11.1.1** If the customer is a consumer, he is entitled to subsequent performance if the goods are defective. This means that the consumer can choose between rectification of the defect or delivery of defect-free goods. "Reuter" is entitled to reject the chosen type of subsequent performance if this is only possible at an unreasonable price.

**11.1.2** If subsequent performance fails, the customer, provided he is a consumer, can, at his discretion, demand reduction of the purchase price (abatement), withdrawal from the contract, damages or compensation for wasted expenditures, in accordance with statutory provisions. If he demands damages or compensation for wasted expenditures, "Reuter" is liable in accordance with § 13 of these terms and conditions.

**11.2.1** If the customer is an entrepreneur he must inspect the goods immediately after delivery in accordance with § 377 HGB (German Commercial Code), insofar as this is feasible in the ordinary course of business, and notify "Reuter" immediately of any obvious defects in the goods, otherwise warranty claims are excluded. Notice of defects must be given in text form, that is, it must be sent to "Reuter" for example by letter, fax or e-mail. To meet the time limit, timely dispatch of the notice of defects is sufficient.

**11.2.2** If the customer should be entitled to warranty claims, provided he is an entrepreneur, subsequent performance can be effected by rectification of the defect or through the delivery of new goods, at the discretion of "Reuter".

**11.2.3** If and when the customer, regardless of whether consumer or entrepreneur, fails to realise, either through wilful intent or negligence, that the merchandise is in fact not defective or that the defect which has been determined cannot have occurred in an area under the control of "Reuter" and nevertheless asserts rights under warranty, it is obligated to reimburse "Reuter" for any and all costs incurred as a consequence of the unjustified request for remedy of defects.

**11.3.1** The period of limitation for the rights of a consumer in the event of defects in new goods is two years, for the rights of an entrepreneur one year, in each case from the delivery of the goods. This related easing of the period of limitation does not apply if and to the extent that "Reuter" is liable in accordance with § 13 of these GTC or it concerns the right in rem of a third party, on the basis of which surrender of the delivery item may be demanded.

**11.3.2** Insofar as used goods are sold and the customer is a consumer, the guarantee claims of the buyer come under the statute of limitations in one year from delivery of the goods. This disclaimer of warranties does not apply if and to the extent that "Reuter" is liable in accordance with § 13 of these GTC or it concerns the right in rem of a third party, on the basis of which surrender of the delivery item may be demanded.

**11.3.3** An entrepreneur has no warranty claims with respect to used goods; this also applies for defects that have occurred after conclusion of the contract but before the passage of risk. This related easing of the period of limitation does not apply if and to the extent that "Reuter" is liable in accordance with § 13 of these GTC or it concerns the right in rem of a third party, on the basis of which surrender of the delivery item may be demanded.

**11.4** The products marketed by "Reuter" should be installed only by suitably qualified companies, and not by unqualified persons. If the products are not installed and/or used correctly, no claims can be accepted from any (manufacturer's) guarantee. No liability or warranty can be accepted for damage or defects resulting from

**incorrect installation and/or incorrect use of the sold products.**

**11.5 The rights of recourse of entrepreneurs as laid down in particular in §§ 445a, 478 German Civil Code (Bürgerliches Gesetzbuch, BGB) are not affected by the provisions of §§ 11.1 up to and including 11.4 of these GTC.**

## **§ 12 Damage in transit**

In the event of damage in transit, the customer shall support "Reuter" to the best of his ability, if claims are to be asserted against the transportation company or transportation insurance company concerned.

**12.1** If the (partial) loss or damage is not externally apparent, the customer must advise "Reuter" of this within five days of delivery or the transportation company within seven days of delivery, in order to ensure that any claims against the transportation company are asserted in good time.

**12.2** Any rights and claims by the customer, in particular his rights in the event of defects in the goods, remain unaffected by the provisions of § 12.1 of these GTC. For this reason, these do not contain any term of preclusion for the rights of the customer in accordance with § 11 of these GTC.

## **§ 13 Liability**

**13.1** In accordance with statutory provisions, "Reuter" accepts unlimited liability for damage arising from injury to life, body or health resulting from intentional or negligent breach of duty as well as for other damage resulting from intentional or grossly negligent breach of duty or fraudulence. Furthermore, "Reuter" accepts unlimited liability for damage covered by liability according to mandatory statutory provisions, for example the Product Liability Act, and in the event of the acceptance of guarantees.

**13.2** For such damage, which is not covered by § 13.1 and which is caused by simple or slight negligence, "Reuter" accepts liability insofar as this negligence concerns the violation of contractual obligations the fulfilment of which is necessary for the contract to be performed and which the customer can generally rely on to be complied with (so-called cardinal obligations). In this case, the liability of "Reuter" is limited to typical contractual foreseeable damage.

**13.3** In the event of slightly negligible violations of such contractual obligations, which are covered by neither § 13.1 nor § 13.2 (so-called minor contractual obligations), "Reuter" accepts liability vis-à-vis consumers; this is limited to typical contractual foreseeable damage.

**13.4** No further liability can be accepted. Reference is hereby made to the liability limitations of § 11.4.

## **§ 14 Notes on the Battery Act**

Since normal and rechargeable batteries may be included in the shipments, "Reuter" is obliged, in accordance with the Battery Act (BattG), to inform customers of the following: Normal and rechargeable batteries must not be disposed of in normal household waste. Customers are required by law to return used normal and rechargeable batteries. Old batteries may contain hazardous substances which may cause damage to the environment or to health if not stored or disposed of properly. However, batteries also contain important raw materials such as for example iron, zinc, manganese or nickel, and can be recycled. After use, customers may return the batteries to "Reuter" or return them free of charge in their immediate vicinity (e.g. to the trade or to municipal collection points or directly to "Reuter"). Returning batteries to points of sale is restricted to standard household quantities as well as to those types of used batteries which the vendor has or had in his range of goods.



The sign with the crossed-out waste bin indicates that batteries must not be disposed of in household waste. Under this sign the additional symbols listed below can be found, with the following meanings:

Pb: battery contains lead,

Cd: battery contains cadmium,

Hg: battery contains mercury.

## **§ 15 Information according to the Consumer Dispute Resolution Act (German abbr. VSBG)**

Reuter does not take part in dispute settlement proceedings before a consumer arbitration board. Reuter is not obligated to do so either.

## **§ 16 Final provisions**

**16.1** The relations between the parties to the contract are governed by the laws applicable in the Federal Republic of Germany. For customers who conclude contracts concerning the delivery of movables for a purpose that cannot be assigned to the professional or commercial activity of the consumer, this choice of legal system only applies to the extent that the protection granted is not withdrawn by mandatory provisions of the laws of the state in which the consumer has his normal place of residence.

**16.2** The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby excluded.

**16.3** If the customer is a businessman, a legal entity under public law or a separate estate under public law, the place of fulfilment and jurisdiction for all disputes arising from this contractual relationship is the business location of "Reuter". The same applies in the event that if the customer is an entrepreneur, he should have no general place of jurisdiction in Germany, or in the event that the normal place of residence at the time of the filing of a suit is unknown. In these cases, the sole place of jurisdiction for all disputes arising from this contractual relationship is also the business location of "Reuter". This does not affect the authorisation to call a court at a different statutory place of jurisdiction.