

General Terms and Conditions of Sale of online order forms at www.tillig.com

As of Oktober 2023

Section 1 Scope of Application

1.1 These General Terms and Conditions of Sale (hereinafter: GT&Cs) shall apply to all contracts entered into via the online order forms at www.tillig.com between us,

TILLIG Modellbahnen GmbH
Promenade 1
01855 Sebnitz
Germany

Managing Director: Heiner Groh

Registry court: Local Court Dresden, Commercial Register B 30440

Tel.: +49 35971 903 0
Fax: +49 35971 57444
Email: info@tillig.com

and you as our customer. The GT&Cs shall apply regardless of whether you are a consumer, business owner or merchant.

1.2 All agreements entered into between you and us in connection with the purchase contract shall, in particular, ensue from these Terms and Conditions of Sale and our declaration of acceptance.

1.3 The respective version of the GT&Cs that is valid at the time of the conclusion of the contract shall apply.

1.4 We shall not accept deviating terms and conditions of the customer. This shall apply even if we do not expressly object to their inclusion.

Section 2 Conclusion of the Contract

2.1 The presentation and advertising of articles in the online order forms shall not constitute a binding offer to enter into a purchase contract.

2.2 By submitting an order via the online order forms and clicking on the "Place order and pay now" button, you place a legally binding order. After having placed an order, you shall be bound by the order for a period of two (2) weeks; any right that you have to cancel your order in accordance with Section 3 shall remain unaffected hereby.

2.3 Upon receipt of your order placed via the online order forms, we shall acknowledge receipt by email without delay. Such email shall constitute binding acceptance of the order only if acceptance is declared in addition to the acknowledgement of receipt.

2.4 A contract shall not be brought about until we have accepted your order by declaring acceptance or by delivering the articles ordered.

2.5 We can only consider orders for delivery abroad if they equal or exceed the minimum order value. You can gather the minimum order value from the pricing information provided in our online order forms.

2.6 We shall refrain from declaring acceptance if it is not possible to deliver the goods you ordered, for example because the goods concerned are out of stock. In this case, no contract shall be brought about. We shall, without delay, inform you thereof and refund any counter-performance already received.

Section 3 Right to Cancel

3.1 If you are a consumer (i.e. a natural person placing the order for a purpose not attributable to your trade or self-employment), you shall have a right to cancel in accordance with the statutory provisions.

3.2 If you make use of your right to cancel under subsection 1 as a consumer, you shall bear the normal cost of returning.

3.3 In all other respects, the right to cancel shall be governed by the provisions reflected in detail in the following

Cancellation Instructions

Right to Cancel

You have the right to cancel this contract within fourteen (14) days without giving any reasons. The cancellation period is fourteen (14) days from the day when you or a third party designated by you who is not the carrier took possession of the goods.

To exercise your right to cancel, you must inform us,

TILLIG Modellbahnen GmbH

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Germany

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of your decision to cancel this contract by sending a clear statement (e.g. by letter, telefax or email). You can use the attached TILLIG Modellbahnen specimen cancellation form for this, but there is no obligation to do so. You can also electronically fill in and submit the TILLIG Modellbahnen specimen cancellation form or any other clear statement on our website (cancellation form). If you make use of this possibility, we shall send you an acknowledgement of receipt of such cancellation without delay (e.g. by email). To meet the cancellation deadline, it shall suffice to send your notification concerning your exercise of the right to cancel before the cancellation period has expired.

Consequences of Cancellation

If you cancel this contract, we shall without delay, no later than within fourteen days from the day when we receive notification of your cancellation of this contract, refund to you all payments we have received from you, including the delivery charges. For such refund, we shall use the same means of payment that you used for the initial transaction, unless otherwise expressly agreed upon with you.

In no event shall you incur any fees in connection with such refund. We may refuse to give a refund until the goods have been returned to us or until you have provided proof that you have returned the goods, whichever point in time is earlier.

You must return or hand over the goods to us without delay, in any event no later than within fourteen (14) days from the day when you inform us of the cancellation of this contract. The deadline shall be deemed met if you send off the goods before the period of fourteen (14) days has expired.

You shall bear the direct cost of returning the goods. You shall be responsible for any loss of value of the goods only if such loss is the result of actions not necessary for inspecting the condition, features and functionality of the goods.

- End of the cancellation instructions -

Exclusion or premature lapse of the right to cancel

The right to cancel shall not apply in the case of contracts

- for the delivery of goods that have been manufactured in accordance with customer specifications or have clearly been tailored to personal needs or are, by their nature, not suitable to be returned or are quickly perishable or whose use-by date would be exceeded;

The right to cancel shall prematurely lapse in the case of contracts

- for the delivery of audio or video recordings or computer software in a sealed packaging if the seal has been removed after delivery.

Section 4 Delivery

4.1 We shall be entitled to deliver by instalments insofar as you can be reasonably expected to accept this.

4.2 The delivery shall be made by DHL within Germany and outside of Germany. Delivery periods are shown in the following tables. The details therein are approximate; deviations are possible. Confirmation of dispatch shall be emailed to you when the goods are dispatched.

4.3 For logistical reasons, it is only possible for us to deliver in whole packaging units. This applies above all to our rail systems in the nominal sizes H0, H0m, H0e, TT and tram rails. The packaging unit (PU) is clearly and visibly shown on the respective article.

4.4 It is not possible to deliver to a country other than that specified in the billing address. Please understand that, for security reasons, we do not carry out any shipment with differing shipping and billing addresses in different countries.

4.5 The prices quoted on the product pages include German value-added tax at the statutory rate as well as other price components.

The shipping charges shall be communicated to you again in the shopping basket system and on the order page (orders with a value of 100.00 € or more for shipment within Germany shall not be subject to shipping charges).

Shipping charges within Germany. Delivery period in business days from Monday to Saturday.

			Shipping charges Weight/package		
	Delivery period	Shipment	up to 5 kg	5 kg or more	
	4-5 days	DHL	7.50 €	13.50 €	

Shipping charges outside of Germany. Delivery period in business days from Monday to Friday.

			Shipping charges Weight/package		
Country	Delivery period	Shipment	up to 5 kg	up to 10 kg	Minimum order value
Belgium (BE)	5-10 days	DHL	11.90 €	13.50 €	100.00 €
Bulgaria (BG)	5-10 days	DHL	22.50 €	23.50 €	100.00 €
Denmark (DK)	5-10 days	DHL	11.90 €	13.50 €	100.00 €
Estonia (EE)	5-10 days	DHL	16.50 €	18.50 €	100.00 €
Finland (FI)	5-10 days	DHL	22.50 €	23.50 €	100.00 €
France* (FR)	5-10 days	DHL	12.50 €	13.90 €	100.00 €
Greece** (GR)	5-10 days	DHL	41.50 €	45.00 €	100.00 €
Italy** (IT)	5-10 days	DHL	21.50 €	22.50 €	100.00 €
Ireland (IE)	5-10 days	DHL	22.50 €	23.50 €	100.00 €
Latvia (LV)	5-10 days	DHL	16.50 €	18.50 €	100.00 €
Lithuania (LT)	5-10 days	DHL	16.50 €	18.50 €	100.00 €
Luxembourg (LU)	5-10 days	DHL	11.90 €	13.50 €	100.00 €
Holland* (NL)	5-10 days	DHL	11.90 €	13.50 €	100.00 €
Austria (AT)	4-7 days	DHL	11.90 €	13.50 €	100.00 €
Poland (PL)	4-7 days	DHL	15.50 €	18.50 €	100.00 €
Romania (RO)	5-10 days	DHL	22.50 €	23.50 €	100.00 €
Slovakia (SK)	4-7 days	DHL	15.50 €	18.50 €	100.00 €
Slovenia (SI)	5-10 days	DHL	15.50 €	18.50 €	100.00 €
Spain** (ES)	5-10 days	DHL	16.50 €	18.50 €	100.00 €
Czech Rep. (CZ)	4-7 days	DHL	11.90 €	13.50 €	100.00 €
Hungary (HU)	5-10 days	DHL	15.50 €	18.50 €	100.00 €

* Holland and France excluding overseas territories. Denmark excluding Greenland (GL) and Faeroe Islands (FO). Serbia excluding Kosovo. Italy including Vatican City State (VA).

** Shipment only on the mainland, no islands of Italy, Spain or Greece!

Section 5 Prices and Shipping Charges

5.1 All prices quoted in the online order forms are gross prices inclusive of value-added tax at the statutory rate and are subject to the addition of resulting shipping charges.

5.2 For every order, we shall charge shipping charges for delivery in addition to the prices quoted. The shipping charges shall be clearly communicated again in the shopping basket system and on the order page.

5.3 If we fulfil your order by delivering in instalments in accordance with Section 4 (1), you will incur shipping charges only for the first delivery instalment. If the delivery instalments take place at your request, we shall charge shipping charges for each delivery instalment.

5.4 If you effectively cancel your contractual declaration in accordance with Section 3, you may, subject to the statutory prerequisites, demand the reimbursement of charges (delivery costs) already paid for the shipment to you (cf. Section 3 (3) relating to other consequences of cancellation).

Section 6 Payment Terms, Set-off and Right of Retention

6.1 Payment shall be made in advance unless otherwise agreed.

6.2 In the case of advance payment, we shall provide you with our bank account details in the invoice form and deliver the goods after having received the payment.

6.3 You shall have a right of set-off only if your counter-claims have been determined by a final and non-appealable court judgement, are at the final judgement stage or are undisputed or have been acknowledged by us in writing.

6.4 You shall only be entitled to exercise your right of retention insofar as the claims result from the same contractual relationship.

Section 7 Retention of Title

The goods delivered shall remain our property until the purchase price has been fully paid.

Section 8 Warranty

8.1 We shall be liable for defects in the quality of or title to the delivered articles in accordance with the applicable statutory provisions, in particular Sections 434 et seqq. *BGB* [German Civil Code]. The limitation period for statutory defect-related claims is two years and shall begin when the goods are dispatched.

8.2 Any seller's guarantees given by us for certain articles or any manufacturer's guarantees granted by the manufacturers of certain articles shall apply alongside the claims for defects in quality or title within the meaning of subsection 1. Details of the scope of such guarantees shall ensue from the terms of guarantee possibly enclosed with the articles.

Section 9 Liability

9.1 In all cases of contractual and extra-contractual liability where there is wrongful intent or gross negligence, we shall, in accordance with the statutory provisions, be liable to you for damages or for the reimbursement of expenses incurred in vain.

9.2 In other cases, we shall – unless otherwise provided for in subsection 3 – be liable only in the event of a breach of a contractual duty that needs to be fulfilled in order for the contract to be properly implemented in the first place, and that you as the customer may normally expect to be fulfilled (so-called material contractual duty), the compensation being limited to foreseeable and typical damage or loss. Our liability shall be excluded in all other cases, except as provided for in subsection 3.

9.3 Our liability for loss or damage arising from mortal injury, physical injury or health damage or under the *Produkthaftungsgesetz* [Product Liability Act] shall remain unaffected by the above limitations and exclusions of liability.

Section 10 Copyrights

We shall have copyrights to all product images, images, films and texts published in our TILLIG Online-Shop and in the online order forms. Use of the product images, images, films or texts without our express consent shall not be permitted.

Section 11 Applicable Law and Place of Jurisdiction

11.1 The laws of the Federal Republic of Germany, excluding the UN Sales Convention, shall apply. If you placed the order as a consumer and your normal place of residence is in another country at the time of your order, the application of mandatory legal provisions in that country shall remain unaffected by the choice of law made in sentence 1.

11.2 If you are a merchant and your registered office is in Germany at the time of the order, the place where the seller's registered office is situated shall be the exclusive place of jurisdiction. In all other respects, local and international jurisdiction shall be governed by the applicable statutory provisions.

11.3 Dispute resolution: The EU Commission has created an Internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes regarding contractual obligations ensuing from online purchase contracts. Further information is available at the following link: <http://ec.europa.eu/consumers/odr>.

We are not obliged or, in general, prepared to participate in a dispute resolution procedure before a consumer arbitration body.