

GT&Cs General Terms and Conditions of Sale

General Terms and Conditions of Sale for all services (repairs, installations or modifications etc.)

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 services and to the resulting contracts entered into between us,

TILLIG Modellbahnen GmbH
Promenade 1
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Germany

Managing Director: Heiner Groh

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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 contract for services 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 An offer drawn up by us for you concerning repair work for a fee, conversions such as the installation of digital components for example or servicing of vehicles shall not constitute a binding offer to enter into a purchase contract.

2.2 If you confirm to us in writing your acceptance of our offer of services, you shall enter into a legally binding contract for services. You shall be bound by the order for services for a period of fourteen (14) days from submission of the confirmation; 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 for services, we shall acknowledge receipt without delay, e.g. by email. Such acknowledgement shall constitute binding acceptance of the order for services only if acceptance is declared in addition to the acknowledgement of receipt.

2.4 A contract for services shall not be brought about until the cancellation period of fourteen (14) days has expired, or you have confirmed to us in writing that you will not make use of your right to cancel.

2.5 If, for example, it is not possible to repair the vehicles sent in by you because the corresponding spare parts are not or no longer available, we shall inform you thereof. In this case, no contract for services 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 for services within fourteen (14) days without giving any reasons. The cancellation period is fourteen (14) days from the date of the conclusion of the contract. To exercise your right to cancel, you must inform us,

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of your decision to cancel the contract for services 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. 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 for services, 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 (except for any additional charges that have arisen as a result of you having chosen a delivery method other than the lowest-priced standard delivery offered by us). 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.

If you requested that the services are to begin during the cancellation period, you shall pay to us an appropriate amount equal to the portion of the services already rendered up to the time of your notification of the exercise of the right to cancel this contract in relation to the total scope of the services provided for in the contract.

- End of the cancellation instructions -

Section 4 Delivery

4.1 The delivery period shall begin from the day when the service has been completed by our customer service.

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

4.3 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.

4.4 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 in the following tables include German value-added tax at the statutory rate as well as other price components.

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

* 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 communicated to you by our customer service 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 for services, we shall charge shipping charges for delivery in addition to the prices quoted. The shipping charges are clearly set out in these GT&Cs and on our TILLIG homepage at (https://www.tillig.com/agb_dienstleistungen.html).

5.3 If we fulfil your order for services by delivering in instalments in accordance with Section 4 (2), 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 exclusively in advance.

6.2 In the confirmation of the order, we shall provide you with our bank account details. The service and delivery shall not begin until payment has been received.

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 services 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 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.