

TERMS & CONDITIONS



1. Scope

The following terms and conditions apply to all orders made through our online shop.

2. Contract partner, Contract

The purchase agreement is concluded with Horl 1993 GmbH. By placing the products in the online shop we commit to concluding a purchase contract for these goods. You are entitled to place our products into the shopping basket with no obligation and can amend the basket at any time before sending your binding order using the correction tools provided and explained in the order process. By clicking the order button you accept the offer for the goods placed in the shopping cart and the purchase contract is concluded. Immediately after sending your order, you will receive a order confirmation by e-mail.

3. Contract language, Contract text storage

The language available for the conclusion of the contract is German. We do not save the contract text.

4. Terms of delivery

Delivery costs are added to the product prices displayed. Delivery charges are explained in individual product offers.

Your delivery is considered to have been received if it is deposited in a place contractually agreed with DHL or any national delivery company. In the event that you have agreed on a place of deposit or storage, the buyer cannot claim any reparation from HORL 1993 or DHL, once the deposit has been confirmed. Take care to collect your package personally at the contractually agreed place, a second delivery for your order will be impossible.

5. Payment

The following payment methods are available in our shop: (You will be forwarded to our external payment provider)

Advance payment

If you select advance payment, we provide you with our bank details in a separate e-mail and deliver the goods upon receipt of payment.

PayPal

During the ordering process you will be forwarded to PayPal's online website. To pay the invoice amount via PayPal, you must be registered there or register first, identify yourself with your access data and confirm the payment instructions to us. After submitting your order in the shop we instruct PayPal to initiate the payment transaction. The payment transaction is carried out automatically by PayPal immediately afterwards. Additional information is provided during the ordering process.

Credit Cards

We also accept payments made by credit card. These payments are processed through our service provider Adyen.

The contractual relationship between Adyen and its customers is governed exclusively by Adyen's terms of use. You can find further information about Adyen on Adyen's homepage. (https://adyen.com/en_en)

Payments with Klarna*:

Invoice from Klarna: Payment is made after receipt of the ordered goods. As soon as the items ordered are handed over to DHL, Klarna sends an invoice to the e-mail address provided. Klarna offers a 14-day time period to settle the invoice from the date the invoice is issued.

Installment payments with Klarna: The installment amount can be flexibly defined with Klarna. However, the minimum amount set by Klarna and stated on the invoice applies. More information about Klarna purchasing via installments is available on Klarna's website.

Pay now with Klarna: The bank transfer form is automatically filled in. With this payment method, payment is made directly to HORL 1993 GmbH, as the amount due is directly transferred from the buyer's account to the seller's account.

*Klarna is an independent billing company. HORL 1993 GmbH has no influence on whether any payment with Klarna is accepted. If you have any further questions concerning your payment, Klarna customer service will be happy to help you.

6. Retention of title

All goods shall remain our property until full payment is made.

7. Delivery damage

If you receive goods with obvious delivery damage, please report this to the delivery company as soon as possible and contact us immediately. Failure to make a complaint or contact us does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

8. Warranty and guarantees

Unless otherwise expressly agreed below, the statutory liability for defects shall apply.

In the case of used goods, the limitation period for defect claims is one year from delivery of the goods. The above restrictions and shortening of the period shall not apply to claims arising from damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, body or health,
- intentional or grossly negligent breach of duty and malice,
- in the event of a breach of essential contractual obligations, the fulfilment of which enables the proper execution of the contract in the first place and on whose compliance the contractual partner may regularly rely (cardinal obligations)
- within the scope of a guarantee promise,
- insofar as agreed or insofar as the scope of the Product Liability Act has been opened up.

Information on any additional warranties and their exact terms can be found on the product and special information pages of the online shop.

9. Liability

For claims arising from damages caused by us, our legal representatives or vicarious agents, we are always liable without limitation.

- in the event of injury to life, limb or health,
- in case of intentional or grossly negligent breach of duty,
- in the case of guarantee promises, if agreed, or
- insofar as the scope of application of the Product Liability Act has been opened up.

In the event of a breach of essential contractual obligations, the fulfilment of which enables the proper execution of the contract in the first place and on whose compliance the contractual partner may regularly rely, (cardinal obligations) due to slight negligence on the part of ourselves, our legal representatives or vicarious agents, the liability shall be limited to the damage foreseeable at the time of the contract's conclusion, the occurrence of which must typically be expected. In all other respects, claims for damages are excluded.

10. Resolution of disputes

We are not willing or obliged to participate in dispute resolution proceedings in front of a consumer arbitration board.