

1. Area of Application

For all inquiries through our website <https://www.tavar.de/>, by e-mail, letter, phone call or in person by consumers and entrepreneurs, the following GTC apply.

A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed. Entrepreneur is a natural or legal person or a legal partnership that, when entering into a legal transaction, acts in the course of its commercial or independent professional activity.

With regard to entrepreneurs, these GTC also apply to future business relationships, without us having to refer to them again. If the entrepreneur uses conflicting or supplementary terms and conditions, its validity is hereby contradicted; they only become part of the contract if we have expressly consented to this.

2. Contract, Contractual Partner, Conclusion of Contract, Reservation

This agreement governs the sale of new furniture items through our website and product brochure. Because of the details of the respective offer, reference is made to the product description on our website and in the product brochure.

The purchase contract is concluded with MagnetMöbel TAVAR GmbH, represented by executive director Michael Linden, registered office Vindorfer Rund 3, DE-21368 Boitze, Germany, phone +49(0)5851 602782, E-Mail info@tavar.de.

The presentation of the products on our website and in the product brochure does not constitute a legally binding offer, but a non-binding online-/catalog. You can make a non-binding inquiry for each product, either by mail, letter or by telephone (see above contact information) or via our contact form on the website. After receiving an inquiry you will receive within 3-5 working days a non-binding written offer for the desired product; attached to the offer are our GTC as well as the cancellation policy (both also directly on our website https://www.tavar.de/AGB_Widerrufsbelehrung/viewable and retrievable). Before submitting a binding order, you have the option of having the product customized by us at any time. By written confirmation, the consumer accepts the written offer he has received from us and places the order.

The contract with us comes about when we accept your order by sending a written order confirmation and a total invoice by e-mail or letter.

Our products are - except for a few, which are then marked accordingly - due to the wide range of options individual production according to customer requirements. For individual production according to customer requirements, a revocation of the contract after the down payment is not possible.

The contract is concluded for an indefinite period.

We reserve the right to provide a service of equal quality and price. The furniture shown on our website and in the product brochure is exemplary and not the individual contractual furniture. We reserve the right, in case of unavailability of the promised service, not to provide them.

3. Contract Language, Contract Text Storage

The language available for the contract is English. The further implementation of the contractual relationship takes place in English.

We save the contract text and send you the order data as well as our GTC and the cancellation policy by e-mail or letter. The text of the contract is not accessible via the internet for security reasons.

4. Terms of Delivery

The delivery time is about 8-10 weeks.

Shipping costs are added to the stated product prices, the amount of which can be seen in our written offer.

You basically have the option of picking up at MagnetMöbel TAVAR GmbH, Vindorfer Rund 3, DE-21368 Boitze, Germany, usually at the following business hours: Monday to Saturday from 8:00 to 20:00.

We reserve the right to carry out partial deliveries; if reasonable for you, you are obliged to accept.

Before delivery, the exact delivery time and place will be agreed with you as well as a possibly different authorized person will be discussed by us or by the third party commissioned with the delivery. If the delivery to you despite timely announcement is not possible, because you are not met at the delivery address you mentioned or because other circumstances not caused by the deliverer prevent this (e.g. delivered goods do not fit through the door, stairs too narrow), you have to bear the costs for the unsuccessful delivery.

We do not deliver to packing stations.

If we are not responsible for a permanent impediment to delivery, in particular force majeure or non-delivery by our own suppliers, although an appropriate cover transaction was made in good time, we shall have the right to withdraw from a contract with you to this extent. You will be informed immediately and any services received, in particular payments, will be refunded.

5. Payment

For private customers terms of payment are:

- 50% of the gross invoice amount when placing the order or after receiving the order confirmation and invoice,
- 50% of the gross invoice amount after delivery,
- both by bank transfer to our bank account.

For entrepreneurs applies:

Unless different individual terms of payment have been agreed, the above mentioned terms of payment for private customers apply.

We reserve the right to offer the purchase on account only after a successful credit check.

A right of retention of the customer, which is not based on the same contractual relationship, is excluded.

The set-off with claims of the customer is excluded, unless these are undisputed or legally established.

6. Retention of Title

The goods remain our property until full payment.

For entrepreneurs in addition applies:

We reserve the title to the goods until full settlement of all claims arising from an ongoing business relationship. You may resell the reserved goods in ordinary business; all claims arising from this resale shall be assigned to us in advance - irrespective of any combination or mixing of the goods subject to retention of title with a new item - and we accept this assignment. You remain authorized to collect the claims, but we may also collect claims ourselves, as long as you do not meet your payment obligations.

7. Assignment and Pledge Ban

Claims or rights of the customer against us may not be assigned or pledged without our consent, unless the customer has demonstrated a legitimate interest in the assignment or pledge.

8. Transport Damage

For consumers this applies:

If goods are delivered with obvious transport damage, please complain about such errors as soon as possible to the deliverer and please contact us immediately. The failure to file a complaint or contact has no consequences for your statutory claims and their enforcement, in particular your warranty rights. However, they help us claim our own claims against the carrier or the transport insurance.

For entrepreneurs applies:

The risk of accidental loss and accidental deterioration will be transferred to you as soon as we have delivered the item to the shipper, the carrier or the person or institution otherwise responsible for carrying out the shipment. For merchants, the duty to inspect and to reprimand, which is regulated in § 377 HGB, applies. If you refrain from doing so, the goods are deemed to have been approved unless they are defects that were not identifiable during the inspection. This does not apply if we have fraudulently concealed a defect.

9. Warranty and Guarantees

Unless explicitly agreed otherwise below, the statutory warranty rights apply.

For consumers, the limitation period for claims for defects in used goods is one year from delivery of the goods.

For entrepreneurs, the limitation period for claims for defects is one year from the passing of risk; the statutory periods of limitation for the right of recourse according to § 478 BGB remain unaffected.

With regard to entrepreneurs, the only agreement that applies to the condition of the goods are our own details and product descriptions of the manufacturer, which were included in the contract; we accept no liability for public statements made by the manufacturer or other advertising statements. If the delivered goods are defective, we initially provide to our contractors at our discretion warranty by rectification of the defect (repair) or by delivery of a defect-free item (replacement). The above limitations and shortened terms do not apply to claims for damages caused by us, our legal representatives or vicarious agents

- in case of injury to life, body or health,
- in case of intentional or grossly negligent breach of duty as well as malice,
- in case of breach of essential contractual obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner can regularly rely (cardinal obligations),
- as part of a guarantee promise, if agreed,
- as far as the scope of application of the Product Liability Act is opened.

Information on any additional warranties and their precise terms can be found in the product description and on special information pages on our website.

10. Liability

We are always liable without limitation for claims due to damage caused by us, our legal representatives or vicarious agents

- in case of injury to life, body or health,
- in case of intentional or grossly negligent breach of duty,
- with guarantee promise, as far as agreed, or
- as far as the scope of application of the Product Liability Act is opened.

In case of breach of essential contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on the compliance of which the contractual partner may regularly rely (cardinal obligations), through slight negligence on our part, our legal representatives or vicarious agents, the liability shall be limited in amount to the damage foreseeable at the time of conclusion of the contract, the occurrence of which typically has to be expected. Furthermore, claims for damages are excluded.

11. Data Protection

In connection with the initiation, conclusion, settlement and reversal of a purchase contract based on these GTC, we collect, store and process data. This happens within the legal regulations. We do not pass any personal data of the customer to third parties, unless we are legally obliged to do so or the customer has previously expressly consented.

If a third party is used for services in connection with the handling of the processing process, the provisions of the Federal Data Protection Act are complied with. The data provided by the customer by way of order will only be processed to establish contact within the framework of the contract and only for the purpose for which the customer provided the data. The data will only be forwarded as far as necessary to the shipping company which takes over the delivery of the goods according to the order. The payment details will be forwarded to the bank responsible for the payment.

Insofar as we have storage periods of commercial or tax nature, the storage of some data may take up to ten years.

During the visit to our website, anonymized data which do not allow any conclusions to personal data, in particular IP address, date, time, browser type, operating system and pages visited, are logged. At customer's request, personal data will be deleted, corrected or blocked within the framework of the legal provisions.

A free information about all personal data of the customer is possible. For questions and requests for deletion, correction or blocking of personal data as well as collection, processing and use, the customer can turn to the following address:

MagnetMöbel TAVAR GmbH, executive director Michael Linden, Vindorfer Rund 3, DE-21368 Boitze, Germany, phone +49(0)5851 602 782, E-Mail info@tavar.de.

12. Dispute Settlement

The European Commission provides an online dispute resolution (OS) platform that you can find here: <https://ec.europa.eu/consumers/odr/>.

We are not obligated and unwilling to participate in a dispute settlement procedure before a consumer arbitration board.

13. Final Provisions

If you are an entrepreneur, then German law applies excluding the Vienna Convention on the International Sale of goods (CISG)

Are you a merchant within the meaning of the Commercial Code, legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you is our place of business.

The ineffectiveness of a provision of these GTC has no effect on the effectiveness of the other provisions.

GTC created with internet legal texts - individual text modules created by the generator of Deutschen Anwaltshotline AG