

1. Scope of application

The following terms and conditions apply to all orders placed via our online shop by consumers and entrepreneurs.

A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession. An entrepreneur is a natural or legal person or a partnership with legal capacity who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

The following applies to entrepreneurs: If the entrepreneur uses conflicting or supplementary general terms and conditions, their validity is hereby rejected; they shall only become part of the contract if we have expressly agreed to them.

2. Contractual partner, conclusion of contract, correction options

The purchase contract is concluded with Matro Truckzubehör GmbH.

The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue. You can initially place our products in the shopping basket without obligation and correct your entries at any time before sending your binding order by using the correction aids provided and explained for this purpose in the order process. By clicking on the order button, you submit a binding offer for the goods contained in the shopping basket. Your order will be confirmed by e-mail immediately after you have sent it.

We will accept your offer within two days by

- submitting a declaration of acceptance in a separate e-mail or
- if applicable, the payment transaction is carried out by our service provider or the selected payment service provider. The time of execution of the payment transaction depends on the selected payment method (see under "Payment").

The relevant alternative for you depends on which of the listed events occurs first.

3. Contract language, contract text storage

The languages available for the conclusion of the contract are German, English

We save the text of the contract. You can access it at any time on our website and download it as a pdf.

4. Terms of Delivery

You will receive our catalogue free of shipping costs. For all other products, depending on product size, weight and country of destination, different shipping costs apply. Please refer to our shipping costs overview for the exact amount of our [Shipping Costs](#).

We only deliver by mail order. Unfortunately, it is not possible to collect the goods yourself. We do not deliver to packing stations.

5. Payment

The following payment methods are available in our shop:

- **Prepayment**

If you choose to pay in advance, we will send you our bank details in a separate e-mail and deliver the goods after receipt of payment.

- **PayPal**

In order to be able to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction is carried out by PayPal immediately after the order is placed. You will receive further instructions during the ordering process.

PayPal can offer registered PayPal customers, selected according to its own criteria, further payment methods in the customer account. However, we have no influence on the offering of these modalities; other individually offered payment modalities affect your legal relationship with PayPal. You can find further information on this in your PayPal account.

6. Right of Cancellation

Consumers are entitled to the statutory right of cancellation as described in the cancellation policy. Entrepreneurs are not granted a voluntary right of cancellation.

7. Retention of title

The goods remain our property until full payment has been received.

For entrepreneurs, the following also applies: We reserve title to the goods until all claims arising from an ongoing business relationship have been settled in full. You may resell the goods subject to retention of title in the ordinary course of business; you assign to us in advance all claims arising from this resale - irrespective of any combination or mixing of the goods subject to retention of title with a new item - in the amount of the invoice amount, and we accept this assignment. You remain authorised to collect the claims, but we may also collect claims ourselves if you do not meet your payment obligations. We shall release the securities to which we are entitled at your request to the extent that the realisable value of the securities exceeds the value of the outstanding claims by more than 10%.

8. Transport Damage

The following applies to consumers: If goods are delivered with obvious transport damage, please complain about such defects to the deliverer as soon as possible and contact us immediately. Failure to make a complaint or contact us has no consequences for your legal claims and their enforcement, in particular your warranty rights. However, you will help us to be able to assert our own claims against the carrier or the transport insurance company.

The following applies to entrepreneurs: The risk of accidental loss and accidental deterioration shall pass to you as soon as we have delivered the goods to the forwarding

agent, the carrier or the person or organisation otherwise responsible for carrying out the shipment.

9. Warranty and Guarantees

9.1 Liability for defects

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

The following restrictions and shortened time limits shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health
- in the event of wilful or grossly negligent breach of duty and fraudulent intent
- in the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations)
- within the scope of a guarantee promise, if agreed, or
- insofar as the scope of application of the Product Liability Act is opened.

Restrictions vis-à-vis entrepreneurs

In relation to entrepreneurs, only our own information and the manufacturer's product descriptions included in the contract shall be deemed to be an agreement on the quality of the goods; we accept no liability for public statements made by the manufacturer or other advertising statements. For entrepreneurs, the limitation period for claims for defects for newly manufactured goods is one year from the transfer of risk.

The statutory limitation periods for the right of recourse according to § 445a BGB remain unaffected.

Regulations for merchants

The obligation to inspect and give notice of defects regulated in § 377 HGB applies to merchants. If you fail to notify us as stipulated therein, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection. This shall not apply if we have fraudulently concealed a defect.

9.2 Warranties and customer service

Information on any additional guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop.

10. Liability

We shall always be liable without limitation for claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health,
- in the event of wilful 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 is opened.

In the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, our legal representatives or vicarious agents, liability shall be limited to the amount of damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

Otherwise, claims for damages are excluded.

11. Dispute Resolution

The European Commission provides a platform for online dispute resolution (OS), which you can find [here](#). We are not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

12. Final Provisions

If you are an entrepreneur, German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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

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