Terms and conditions

Schorb Netzwerktechnik GmbH
schorb-gmbh.de · schorb-led.de · shop.schorb-dmx.de
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1 Scope

These terms and conditions apply to orders placed through our online shops schorb-gmbh.de, schorb-led.de and shop.schorb-dmx.de. They apply to consumers and business customers.

A consumer is a natural person entering into a legal transaction for purposes predominantly outside their trade, business or profession. A business customer is a natural or legal person or a partnership with legal capacity acting in the course of its trade, business or profession when entering into a legal transaction.

A business customer's differing or additional terms form part of the contract only if we expressly agree to them.

2 Contracting party and formation of the contract

The purchase contract is concluded with Schorb Netzwerktechnik GmbH, An der Alaunhütte 20, 53842 Troisdorf, Germany.

By presenting a product in the online shop, we make a binding offer to enter into a purchase contract. You may initially add products to your basket without commitment. Before submitting your order, you can check and correct your entries using the functions provided during checkout.

By clicking the button that places an order with an obligation to pay, you accept our offer for the goods in your basket. When using an express payment function, acceptance occurs at the final order step involving an obligation to pay. You will then receive an order confirmation by email.

3 Contract language and contract text

Contracts may be concluded in German or English. The language selected when completing the order determines the language used to process it.

We store the contract data and provide your order details and these terms on a durable medium, generally by email. Registered customers may also view their orders in their customer account. Guest customers receive access through the order links provided in our order communications.

4 Prices and delivery

The final prices displayed in the shop include the VAT shown for the relevant order. Any additional delivery charges are displayed before you place your order.

We deliver to Germany, the other Member States of the European Union and Switzerland. The applicable charges and delivery times are stated in our delivery information and during checkout. Free delivery for goods worth EUR 100.00 or more applies exclusively to deliveries within Germany.

Collection in person is not available. We do not offer delivery to parcel lockers (Packstationen). Deliveries to Switzerland may incur import duties or clearance charges, which are not collected by us and must be paid by the recipient.

5 Payment

The payment methods available for your order are displayed at checkout. We offer payment in advance by bank transfer and payments through Shopware Payments, based on PayPal's payment infrastructure. These may include PayPal, Pay Later, credit or debit cards, Google Pay, Apple Pay and Klarna. Availability depends, among other things, on the country, the device used and approval by the relevant payment provider.

For advance payment, please transfer the order total to the bank account stated in our order communications and use your order number as the payment reference. The goods are dispatched after payment has been

received.

For immediate online payments, payment is authorised and collected using the process displayed at checkout. We do not promise that your account will only be charged when the goods are dispatched. For payment on account, instalments or other deferred payments, the due date and payment process are governed by the payment provider's conditions shown before selection. Any separate financing agreement is concluded with the provider identified there.

6 Right of withdrawal

Consumers have the statutory right of withdrawal described in our withdrawal instructions. These also include the model withdrawal form and information about the electronic withdrawal function. We do not grant business customers a voluntary right of withdrawal.

7 Retention of title

The goods remain our property until payment has been made in full.

8 Statutory rights concerning defects and updates

Statutory provisions apply to defects. A voluntary commercial guarantee is provided only where expressly described for the product concerned. Such a guarantee does not restrict your statutory rights concerning defects.

For goods with digital elements, we provide the updates required by law and inform you of their availability. Any additional commitments regarding updates or support are stated in the information for the relevant product.

9 Liability

We have unlimited liability for intent and gross negligence, culpable injury to life, body or health, fraudulent concealment of a defect and within the scope of an expressly assumed guarantee. Mandatory claims under the German Product Liability Act remain unaffected.

For a slightly negligent breach of an essential contractual obligation, our liability is limited to the foreseeable damage typical of the contract at the time it was concluded. Essential contractual obligations are obligations whose fulfilment makes proper performance of the contract possible and on whose fulfilment the other party may regularly rely. Otherwise, liability for slight negligence is excluded.

These provisions apply accordingly to our legal representatives and persons acting on our behalf. Where mandatory law prohibits a limitation of liability, the statutory provisions apply.

10 Transport damage

Please report visible transport damage to the carrier as promptly as possible and contact us. This helps us pursue claims against the carrier. A consumer's failure to make such a report does not affect their statutory claims, particularly their rights concerning defects.

11 Applicable law and jurisdiction

For business customers, German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the other party is a merchant within the meaning of German commercial law, a legal entity under public law or a special fund under public law, our registered office is the place of jurisdiction for disputes arising from this contractual relationship, to the extent permitted by law. Mandatory exclusive places of jurisdiction remain unaffected.

These terms do not establish a special place of jurisdiction for consumers.

Withdrawal instructions

Consumers have a fourteen-day right of withdrawal.

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period expires fourteen days after the day on which you, or a third party other than the carrier and indicated by you, acquire physical possession of the last goods.

To exercise your right of withdrawal, you must inform us, Schorb Netzwerktechnik GmbH, An der Alaunhütte 20, 53842 Troisdorf, Germany, email: info@schorb-gmbh.de, telephone: +49 2241 9171-82, fax: +49 2241 9171-81, of your decision to withdraw from this contract by an unequivocal statement, for example a letter sent by post or an email. You may use the attached model withdrawal form, but this is not obligatory.

You may also withdraw using the electronic "Withdraw from contract" function, accessible in the footer of our shop pages. After entering your details, submit the withdrawal using the "Confirm withdrawal" button. We will promptly send you an acknowledgement of receipt on a durable medium, generally by email, including the contents of your statement and the date and time of receipt. You may also communicate your unequivocal withdrawal statement to us by telephone.

To meet the withdrawal deadline, it is sufficient to send your communication concerning the exercise of the right of withdrawal before the withdrawal period expires.

Effects of withdrawal

If you withdraw from this contract, we will reimburse all payments received from you, including delivery costs, without undue delay and no later than fourteen days after the day on which we are informed of your decision to withdraw. This excludes supplementary costs arising from your choice of a type of delivery other than the least expensive standard delivery offered by us.

We will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent them back, whichever occurs first.

You must send back or hand over the goods to us without undue delay and no later than fourteen days after the day on which you communicate your withdrawal. The deadline is met if you send the goods before the fourteen-day period expires. You must bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from handling beyond what is necessary to establish their nature, characteristics and functioning.

Exception for individually manufactured goods

The right of withdrawal does not apply to contracts for the supply of goods that are not prefabricated and whose production depends on an individual choice or decision by the consumer, or which are clearly personalised. Merely selecting an offered standard variant does not in itself create this exception.

Model withdrawal form

If you wish to withdraw from the contract, please complete and return this form. Use of the form is voluntary.

To Schorb Netzwerktechnik GmbH, An der Alaunhütte 20, 53842 Troisdorf, Germany; email: info@schorb-gmbh.de; fax: +49 2241 9171-81.

I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods / for the provision of the following service:

_____

Ordered on / received on: _____

Name of consumer(s): _____

Address: _____

_____

Signature, only if this form is submitted on paper: _____

Date: _____

Delete as appropriate.

Delivery and payment

We deliver to Germany, the other Member States of the European Union and Switzerland. Orders are generally sent as tracked DHL parcels. There is no minimum order value or minimum order quantity.

Delivery charges

Germany: EUR 3.50 per order. Delivery within Germany is free for goods worth EUR 100.00 or more. This threshold does not apply to international orders.

Other EU countries: fixed delivery charges per order including the VAT shown, including for goods worth EUR 100.00 or more:

Price	Destination countries
EUR 17.60	Austria, Belgium, Czechia, Denmark, France, Luxembourg, Netherlands and Poland
EUR 17.70	Hungary, Italy, Slovakia, Slovenia, Spain and Sweden
EUR 18.00	Bulgaria, Croatia, Cyprus, Estonia, Finland, Greece, Ireland, Latvia, Lithuania, Malta, Portugal and Romania

Switzerland: EUR 22.61 per order. German VAT is not charged on exports to Switzerland. Additional import duties or clearance charges may arise and must be paid by the recipient.

We do not demand remote-area or doorstep surcharges after the order has been placed. The delivery charges displayed before you submit your order apply.

Delivery times and payment

The delivery time or estimated delivery period is displayed with the product and during checkout. For advance payment, any delivery period stated as running after payment begins when payment is received; the specific delivery commitment displayed at checkout remains applicable. For international orders, information relevant to the destination is displayed before you complete your order.

Available payment methods are advance bank transfer and the Shopware Payments methods displayed at checkout. Details of payment processing are provided in section 5 of our terms and conditions and when you select a payment method.