

General Terms and Conditions for Repair Contracts

§ 1 Scope of Application

1. These General Repair Conditions (hereinafter: GTC) apply to all repair requests submitted through our website, as well as contracts for the repair of a component concluded via email and telephone between us, the

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Dr.-Friedrich-Drechsler-Straße 35
86609 Donauwörth
Germany
Tel: +49 906 99999-200
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(hereinafter also referred to as the “Contractor”)

and the client (hereinafter: “Customer”). The GTC apply regardless of whether the Customer is a consumer, an entrepreneur, or a merchant.

2. All agreements made between the Customer and us in connection with the repair contract are specified in these general terms and conditions, our written offer, and our order confirmation
3. The version of the GTC valid at the time of contract conclusion shall apply.
4. Deviating, conflicting, or supplementary general terms and conditions of the Customer will only become part of the contract if we have expressly agreed to their validity. This requirement for consent applies in any case, for example, even if the contractual partner refers to their GTC during the contract conclusion, and we do not expressly object. Our GTC also apply if we execute the service unconditionally in the knowledge of opposing or differing conditions from the Customer.

§ 2 Contract Conclusion via the Website

1. The Customer can submit a repair request on our website by filling out the form provided there. The product name, purchase date, and a description of the defect must be provided in this form.
2. The completed form must then be printed out and sent together with the defective item to PowerBox-Systems GmbH by post.
3. The repair request does not constitute a binding offer to conclude a repair contract.
4. Upon receipt of the repair request and the component, we will review the repair requirements and provide the Customer with a binding offer through their customer account. The Customer will be notified by email as soon as the offer is available in their customer account.
5. The Customer can accept or reject this offer within seven (7) days.
6. The contract is only concluded when the Customer submits their acceptance declaration.
7. The contract text and offer data will be provided before the contract is concluded and can be printed and saved by the Customer. The contract text will not be stored further after the completion of the repair order.
8. If the repair is not possible, we will not make an offer to the Customer. In this case, no contract is concluded. We will inform the Customer immediately and refund any received payments promptly.

§ 3 Deadlines and Timeframes

1. The estimated repair time is approx. 14 days and begins after receipt of payment, unless purchase on account has been agreed. This information is non-binding and serves only to guide the Customer. The actual repair duration may vary due to unforeseen circumstances, such as the availability of spare parts or the complexity of the repair.
2. If delays occur during the repair that significantly exceed the estimated repair time, the Customer will be informed immediately. In such cases, the company will communicate a new expected completion date.
3. The Customer can track the current status of the repair at any time via their customer account on our website under the "My Repairs" section. Information about the processing phase will be displayed here.
4. Once the repair is completed, the Customer will be informed of the completion by email. The repaired component will be promptly returned to the Customer after receipt of payment.

§ 4 Prices

1. The prices listed in the offer apply.
2. All prices are ex-works, including VAT, plus packaging and shipping costs.
3. In the event of a withdrawal, the Customer must bear the immediate costs of returning the item.

§ 5 Customer Data

All data protection requirements, particularly those of the German Telemedia Act (TMG), the EU General Data Protection Regulation (GDPR), and the German Federal Data Protection Act (BDSG), will be observed by us. Personal data of the Customer will generally only be stored for the processing and handling of the repair order and will not be passed on to third parties. The Customer can withdraw their consent to the storage of their personal data in writing or in text form at any time.

§ 6 Payment Terms, Set-off, and Right of Retention

1. In the case of a purchase on account, the repair price and the shipping costs must be paid within two (2) weeks of receipt of our invoice at the latest.
2. The customer may choose to transfer the repair price and the shipping costs to our specified account (advance payment or invoice), Debit Card, pay by credit card (VISA or Mastercard) or PayPal.
3. The customer is not entitled to offset against our claims unless his counterclaims have been legally established or are undisputed. The client may only exercise a right of retention if his counterclaim arises from the same repair contract.

§ 7 Acceptance of the Repair

1. The Customer is obliged to inspect the repaired part immediately upon receipt and accept it within seven (7) days, provided there are no significant defects.
2. Acceptance is deemed to have occurred if the Customer does not refuse acceptance in writing within this period, specifying the exact defects, or if they put the part into use.
3. Minor defects do not entitle the Customer to refuse acceptance.

4. If the Customer refuses acceptance without a justified reason, acceptance is considered granted after the expiration of the period.

§ 8 Termination

The client is entitled to terminate the contract for work at any time in accordance with § 648 BGB. If the client exercises his right of cancellation in accordance with § 648 p. 1 BGB, we can demand 15% of the agreed remuneration as a lump sum if the work has not yet begun. If execution has already begun, 80% of the agreed remuneration shall be paid. Any further claims remain unaffected.

§ 9 Warranty Rights

1. The warranty is subject to statutory provisions (§§ 634 ff. BGB).
2. If the Customer is a consumer within the meaning of § 13 BGB, the limitation period for claims for defects is two years from the date of acceptance of the repair, unless other statutory regulations apply.
3. If the Customer is an entrepreneur within the meaning of § 14 BGB, the limitation period for defect claims is one year from the date of acceptance of the repair. This limitation does not apply in the case of a) fraudulently concealed defects, b) claims for damages due to injury to life, body, or health, c) claims arising from intentional or grossly negligent conduct, and d) claims under the Product Liability Act.
4. The basis for our liability for defects is the agreed quality. An additional guarantee only exists if it has been expressly provided in writing.

§ 10 Wear parts and wear and tear due to use

1. Certain components are subject to natural wear and tear. These include, in particular, batteries and battery cells.
2. A loss of capacity due to age or use, as well as a change in performance, do not constitute a defect within the meaning of statutory warranty rights.
3. Claims for defects shall not exist if damage or functional impairments are attributable in particular to
 - improper use or handling,
 - overcharging or deep discharge,
 - the use of unsuitable chargers or charging methods,
 - improper storage,
 - excessive current load,
 - mechanical damage or other external influences.
4. The warranty rights remain unaffected if there is a demonstrable material or manufacturing defect that already existed at the time of acceptance.

§ 11 Liability

1. Claims for damages of any kind within and outside the scope of warranty - due to delay or impossibility, incorrect advice, culpable breach of contract, for the violation of other contractual obligations, due to tort or any other legal reason - are excluded, unless otherwise provided by the following rules.
2. Liability only applies in cases of intent or gross negligence and, in the event of the violation of essential contractual obligations, also in cases of simple negligence. Essential contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Customer regularly relies and may rely.
3. Unless there is intent or gross negligence, the liability of the company is limited to the foreseeable, contract-typical damage.
4. The aforementioned limitations of liability do not apply to injury to life, body, or health, in cases of fraudulently concealed defects, or in cases where liability for personal injury or damage to privately used property is governed by the Product Liability Act, as well as in cases of non-compliance with a guarantee of quality.
5. The Customer's claims for compensation according to § 284 BGB are excluded insofar as a claim for compensation instead of performance is excluded under the above regulations.
6. The aforementioned limitations of liability also apply in favor of the company's employees, organs, and other vicarious agents.

§ 12 Force Majeure

In the event that we are unable to provide the owed service due to force majeure (particularly war, natural disasters), we are released from our service obligations for the duration of the impediment.

§ 13 Final Provisions

1. The contract language is German. However, the contract terms will also be provided in English.
2. The law of the Federal Republic of Germany applies.
3. The exclusive place of jurisdiction and performance for business transactions with merchants is the location of our company in Donauwörth. Otherwise, the applicable statutory provisions govern local and international jurisdiction.
4. Changes to this contract or its components must be in writing. This also applies to any change to this clause. Oral collateral agreements are invalid.
5. Should a provision of this contract be invalid or become invalid, or should the contract contain a loophole, this does not affect the validity of the remaining provisions.

Statutory Right of Withdrawal

1. If you are a consumer (i.e., a natural person who submits the order for a purpose that is not attributable to their commercial or self-employed professional activity), you have the right to withdraw according to the statutory provisions.
2. If you, as a consumer, exercise your right of withdrawal according to item 1, you must bear the regular costs of the return shipment.
3. The rules for the right of withdrawal are specified in detail in the following

Withdrawal Policy

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

The withdrawal period is fourteen days from the day of the contract conclusion.

To exercise your right of withdrawal, you must inform

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of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post or email). You may use the attached sample withdrawal form, but it is not mandatory. If you use this option, we will promptly (e.g., by email) confirm receipt of your withdrawal.

To meet the withdrawal deadline, it is sufficient that you send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you, including delivery costs (except for the additional costs arising if you chose a type of delivery other than the least expensive standard delivery offered by us), without undue delay and no later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will use the same means of payment as you used for the original transaction unless you have expressly agreed otherwise; in any case, you will not incur any fees as a result of this reimbursement. If you requested that the work performance begin during the withdrawal period, you shall pay us an amount that is in proportion to what has been provided up to the point at which you informed us of your withdrawal from this contract, in comparison with the full coverage of the contract.

End of the Withdrawal Policy

Withdrawal Form

If you wish to withdraw from the contract, you can fill out and send the following form to the following address:



PowerBox-Systems GmbH
Dr.-Friedrich-Drechsler-Straße 35
86609 Donauwörth
Germany
Email: sales@powerbox-systems.com

Model for the WITHDRAWAL FORM

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods
(*)/the provision of the following service (*):

Ordered on (*)/received on (*): _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s) (only for notification on paper): _____

Date: _____

(*) Delete as appropriate.