

§ 1 General, contractual partner, scope

1.1.

The contractual partner within the scope of the terms and conditions is CND Technology GmbH (hereinafter referred to as "CND", contact address: CND Technology GmbH, Am Seeufer 40, 40880 Ratingen, North Rhine-Westphalia, Germany, email: ostar@cnd-tech.de, Tel: 0 21 02/70 69 569).

1.2.

For the business relationship between CND and the customer, the following general terms and conditions apply exclusively in the version valid at the time of the order.

1.3.

Consumers in the sense of the terms and conditions are natural persons (according to § 13 BGB) who conclude contracts with the CND for a purpose that cannot be attributed to their commercial or professional activity.

1.4.

Entrepreneurs within the meaning of the terms and conditions are natural or legal persons or legal partnerships who, when concluding a contract with CND, are exercising their commercial or independent professional activity.

1.5.

Customers in the sense of these terms and conditions are both consumers and entrepreneurs.

1.6.

Deliveries, services and offers of the seller are made exclusively on the basis of these terms and conditions in the version valid at the time of the order.

1.7.

In principle, we only deliver within Germany.

1.8.

The contract is concluded exclusively in German.

§ 2 Conclusion of contract, provider information

2.1.

The goods and price descriptions made available by CND on the website <https://www.cnd-tech.de/cnd-ostar-shop> do not constitute an offer in the sense of §§ 145 ff. BGB, but a non-binding invitation to the customer to order goods and / or services from CND.

2.2.

The customer can order the goods using the online form on the Internet or by e-mail, fax or post. With his order, the customer submits a binding offer.

2.3.

The receipt of this order is confirmed by a confirmation of receipt. This gives you the assurance that your order has been received by CND. The confirmation of receipt does not yet constitute acceptance of your order.

2.4.

Before placing the order, the customer is shown a summary of the content of his order on a website in order to identify and correct input errors.

2.5.

We are entitled to accept the offer within 5 days. After fruitless expiry of this period the offer is rejected. If your order is accepted, CND will normally confirm it within two working days by means of an order confirmation (by email or post). Only then a purchase contract is concluded. You will be informed by email about the dispatch of the ordered goods.

2.6.

The purchase contract is concluded with the company:

CND Technology GmbH
Am Seeufer 40
40880 Ratingen, North Rhine-Westphalia
Germany
Legal company information:
Tax ID number: DE813486741
Tax number: 147/5813/1055
Register court: Düsseldorf District Court, HRB 42744
Managing Director: Den-Tsai Lai
Email: ostar@cnd-tech.de
Tel: 02102/70 69 579
Fax: 02102/70 69 571

§ 3 Purchase price, shipping costs, payment methods, additional costs, due date

3.1.

All prices quoted by CND include the statutory sales tax (according to German sales tax law). All prices quoted are excluding shipping costs, which is added according to our shipping costs overview. The shipping costs are displayed to the customer for the respective product within the order mask before the contract is concluded. The prices at the time of the order apply.

3.2.

The shipping costs are calculated separately. Shipping costs include costs for postage, packaging and logistics. The shipping costs depend on the product and are displayed in the shopping cart on the website. They include the statutory sales tax. Regarding the shipping costs for the return of the goods, we refer to the following cancellation policy (§ 7).

3.3.

The customer selects the type of payment within the order form. If additional costs (fees) are incurred due to the selected payment method, this will be indicated to the customer in the order form.

3.4.

Unless otherwise agreed in writing, all claims by CND are due and payable immediately and without deduction.

3.5.

We deliver basically within Germany. The billing and delivery address must therefore be in Germany. For other EU countries, please contact us for details.

3.6.

The customer is only entitled to the offset if and to the extent that his counterclaims have been legally established, are undisputed or have been recognized by CND.

3.7.

The payment method - bank transfer - means a payment in advance. The goods are reserved for the customer in our warehouse and the order is listed after receipt of payment. The bank account details: Sparkasse Hilden-Ratingen-Velbert, IBAN: DE61 3345 0000 0042 1538 41, SWIFT-BIC: WELADED1VEL.

3.8.

If you choose the payment method - bank transfer - the order will only be processed after the money has been received. Please complete your payment within seven days (the day you received our order confirmation is considered the first of the seven days). If we do not receive your payment on time, we cannot guarantee that the goods will be reserved.

§ 4 Contracts with merchants, legal entities under public law, special funds under public law

4.1.

The following special features apply to contracts with merchants, legal entities under public law or special funds under public law:

Until all claims (including all balance claims from the current account) to which we are entitled for any legal reason against the buyer now or in the future, the following rights and securities are granted to us, which are released upon request at our discretion, insofar as their value exceeds the Exceeds claims substantially by more than 20%. The Goods remain our property. Processing and transformation are always carried out for us as the manufacturer, but without any obligation for us. If the (co-) ownership expires for us through connection, it is already agreed that the (co-) ownership of the buyer in the unitary item shall pass to us proportionally (invoice value).

4.2.

The buyer keeps the (co-) property free of charge. Goods to which we have (co-) ownership are referred to below as reserved goods. The buyer is entitled to process and sell the reserved goods in the ordinary course of business, as long as he is not in default. Pledges or collateral assignments are inadmissible. As a precaution, the buyer hereby assigns to us in full the claims arising from the resale or any other legal reason (insurance, tort) with regard to the reserved goods (including all balance claims from current account). We revocably authorize him to collect the claims assigned to us for the account of a third party in his own name. This authorization to collect can be revoked if the buyer does not properly meet his payment obligations.

4.3.

If third parties access the reserved goods, in particular seizures, the buyer will point out CND's ownership and notify CND immediately so that CND can enforce its property rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable for them. In the event of breach of contract by the buyer, in particular default of payment, we reserve the right to withdraw from the contract in order to demand the return of the reserved goods or to be able to demand assignment of the claims for surrender against third parties.

§ 5 Delivery, delivery times

5.1.

The delivery takes place in transport-safe packaging to the delivery address to be given in accordance with § 3.5.

5.2.

Unless otherwise stated in the offer, the delivery time is 3 to 5 working days.

5.3.

The following applies to shipping items: Shipments for which the delivery address is unsuitable or can only be reached with disproportionate difficulties are excluded. These include post office box addresses, packing stations, extensive company premises, allotment gardens, barracks, extensive government buildings and large customer postcodes.

5.4.

If not all of the products ordered are in stock, we may make partial deliveries at our expense, provided this is reasonable for you.

5.5.

If we cannot deliver the goods to you despite attempting to deliver and/or making them available for collection along with information, we may withdraw from the contract. Any payments made will be reimbursed to you immediately.

5.6.

If the ordered product is not available because we are not supplied with this product by our suppliers through no fault of our own, we may withdraw from the contract. In this case we will inform you immediately and, if necessary, suggest the delivery of a comparable product. If no comparable product is available or if you do not wish a comparable product to be delivered, we will immediately reimburse you for any consideration that has already been paid.

5.7.

If you receive the goods with obvious transport damage, please report such damage to the deliverer immediately and notify us as soon as possible by email to ostar@cnd-tech.de.

5.8.

The DHL delivery includes a liability of up to 500 EUR. If you fail to make a complaint about shipping damage to the deliverer, CND will not be responsible for replacing product damage caused by shipping damage.

§ 6 Title retention

6.1.

We reserve title to the goods until they have been paid for in full.

6.2.

If you are an entrepreneur and you place your order in the exercise of your commercial or independent professional activity, a legal entity under public law or a special fund under public law, we reserve ownership of the purchased item until all outstanding claims from the business relationship with the customer have been settled. The corresponding security rights are transferable to third parties.

§ 7 Legal revocation instruction for consumers

7.1.

You have the right to revoke this contract within fourteen (14) days without giving any reason. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods (the day on which you receive the last goods will be the first Day of the fourteen-day period).

7.2.

In order to exercise your right of revocation, you must inform us (CND Technology GmbH, Am Seeufer 40, 40880 Ratingen, fax no. 02102 7069571, email: ostar@cnd-tech.de) by means of a clear declaration (e.g. an email, a fax or a letter sent by post) of your decision to revoke from this contract. You can use the attached model revocation form for this purpose, but this is not mandatory.

7.3.

To meet the revocation deadline, it is sufficient for you to send your notification of exercising your right of revocation before the revocation period has expired.

7.4.

Consequences of the revocation

7.4.1.

If you revoke this contract, we have to reimburse you for all payments we have received from you, with the exception of delivery costs, consumable parts and loss of value of the product (if applicable), at the latest within fourteen (14) days from the date on which the notification of your Revocation of this contract has been received by us. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; in no case will you be charged any fees for this reimbursement.

7.4.2.

We can withhold the reimbursement until we have received the goods back in their original packaging (goods that you can normally send back to us by post).

7.4.3.

This right of retention does not apply to goods that cannot be parcelled.

7.4.4.

You must return or hand over the goods to us in the original packaging immediately and in any case no later than fourteen (14) days from the day on which you inform us of the revocation of this contract (the day on which you inform us will be the first day of the fourteen-day period). The deadline is met if you send these goods before the period of fourteen days has expired.

7.4.5.

The customer bears the costs of returning the goods in the original packaging (goods that you can normally send back to us by post).

7.4.6.

The return of the product you have received must be in the original packaging. If the returned product is damaged or not in the same conditions in which it was delivered and/or any of the items that were shipped together are not returned, a depreciation fee of the product will be charged. In such a case, we will notify you immediately.

7.5.

Exceptions to the right of revocation

There is no right of revocation for contracts for the delivery of digital applications that are downloaded directly from Google Play or the Apple Shop.

7.6.

Revocation form

If you want to revoke the contract, please fill out the following form and send it back.

To:
CND Technology GmbH
Am Seeufer 40
40880 Ratingen
Email: ostar@cnd-tech.de

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

Description:

Item number:

Ordered on / received on (*):

Please enter your name/address here.

First name/Last Name:

Street, house no.:

Postcode / City:

Email:

Date:

Signature (only for communication on paper form):

(*): Please delete what does not apply.

If the device has a fault, please let us know here (*):

(*2) voluntary information

§ 8 Alternative dispute resolution according to Art. 14 Para. 1 ODR-VO and § 36 VSBG

8.1.

The European Commission provides a platform for online dispute resolution, which you can find at <http://ec.europa.eu/consumers/odr/>. We are ready to participate in an out-of-court stratification process.

8.2.

Consumers have the opportunity to resolve conflicts arising from consumer contracts by calling on an out-of-court arbitration board. It is an alternative way of resolving conflicts. The implementation of an arbitration procedure is not a mandatory requirement for calling the competent ordinary courts.

§ 9 Warranty

9.1.

The statutory warranty rights apply to the items we offer.

9.2.

In the event of a warranty claim, please contact us at: ostar@cnd-tech.de.

§ 10 Liability

10.1.

CND excludes liability for damage caused by simple negligence, provided this does not result from the breach of essential contractual obligations or damage from injury to life, limb or health or claims under the Product Liability Act.

10.2.

The same applies to breaches of duty by our vicarious agents and legal representatives.

10.3.

In the event of a breach of essential contractual obligations, liability in cases of simple negligence is limited to the damage that is typically associated with the contract and is foreseeable.

§ 11 Final provisions

11.1.

The ineffectiveness of individual provisions does not affect the effectiveness of the remaining general terms and conditions.

11.2.

The law of the Federal Republic of Germany applies to all legal relationships between CND and its customers, excluding the laws on the international purchase of movable goods.

11.3.

In the case of contracts with merchants, trading companies, legal entities under public law, special funds under public law and in the event that the customer who is not a consumer does not have his general place of jurisdiction in Germany, the place of jurisdiction is the company's location.

11.4.

In the case of consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

11.5.

In all other cases, the competent court at the company's location is agreed as the place of jurisdiction.

End of the texts of the terms and conditions