

We are a member of the initiative „FairCommerce“ since 02.06.2016.

For more information, see: www.faircommerce.de

Standard Business Terms and customer information/ Specimen-revocation form / data protection declaration

I. Standard business terms

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts which you conclude with us as a supplier (**Oldtimerwelt Dresden GmbH**) via the eBay Internet platform. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A 'consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term 'businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products .

(2) If we set up an item vis-a-vis eBay, the activation of the supply-side domain at eBay encompasses the binding offer associated with the conclusion of a purchase contract under the conditions specified on the page associated with the item in question.

(3) The eBay SBT, especially § 6, are applicable for concluding the contract; a corresponding link is available below on every eBay page.

The contract conclusion is regulated there as follows depending on the offer format:

“§ 6 Offer formats and contract conclusion

(...)

2. If a seller sets up an item in the auction or fixed-price format using the services of eBay, he makes a binding offer associated with the conclusion of a contract about this item. He thereby determines a start or fixed price and a deadline, within which the offer can be accepted (bidding period). If the seller specifies a minimum price in the auction format, the offer is then under the suspensive condition that the minimum price is reached.

3. The seller can also add a “Buy-now” function to offers in the auction format. This can be exercised by a buyer as long as there was no bidding on the item or a minimum price was not yet reached. eBay reserves the right to change this function in future.

(...)

4. In case of fixed price items, the buyer accepts the offer by clicking the “Buy now” button and subsequently confirming the same. In case of fixed price items for which the seller has selected the “Immediate payment” option, the buyer accepts the offer by clicking the “Buy now” button and completing the immediate payment transaction. The buyer can also accept offers for several items by placing the items in the shopping cart (if available) and completing the immediate payment transaction.
5. The buyer accepts the offer through bidding during auctions. The acceptance is done under the suspensive condition that the buyer is the highest bidder at the end of the bidding period. A bid lapses if another buyer makes a higher bid during the bidding period. (...)
6. In case of premature termination of the offer by the seller, a contract is concluded between it and the highest bidder, unless the seller was authorised to withdraw the offer and cancel the existing bids.
7. Buyers can withdraw bids only if there is an authorised reason for it. After an authorised bid withdrawal, no contract is concluded between the user, who is again the highest bidder at the end of the auction owing to the bid withdrawal and the seller.
8. The seller can add a Proposed price function to his offer in certain categories. The Proposed price function allows buyers and sellers to negotiate the price for an item. (...)
11. If an item is deleted from eBay before the expiry of the bidding period, no effective contract is concluded between the buyer and seller.”

(4) Purchasing via the “Buy now” or “Offer” function

Clicking the “Buy now” or “Offer” button on the item pages still does not result in binding contractual declarations. Rather, you also then have the option to check your entries and rectify them using the “Back” button of the Internet browser or cancel the purchase transaction. This option is no longer available only with the issue of the binding contractual declaration. The menu navigation for eBay that is associated with the execution of a purchase operation specifies the declaration through which you enter into an obligation and the action through which the contract is concluded.

(5) Purchase using the shopping cart (if offered)

By clicking the “In den Warenkorb” (“In the shopping cart”) button provided on the product sites, the items intended for sale are dropped in the “Warenkorb” (“Shopping cart”). The “Warenkorb” (“Shopping cart”) will be displayed to you subsequently. Furthermore, you can call the “Warenkorb” (“Shopping cart”) via the corresponding button in the navigation bar and make changes to it at any point in time. After calling the “Weiter zur Kaufabwicklung” (“Proceed to purchase transaction”) and the selection or entry of delivery address and the mode of payment, all order data will once again be displayed on the order overview page. If you select “PayPal” as the type of payment, you will be first led to a login window of PayPal. After a successful login at PayPal, you will be forwarded to the order overview page on eBay. Before submitting the order, you have the option to verify or change (even using the “back” of the Internet browser) all your details once again or to cancel the purchase. By clicking the “Kaufen und zahlen” (“Purchase and pay”) button, you declare the acceptance of the offer in a legally binding way, because of which the purchase contract is executed.

(6) Purchasing via the “Proposed price” function

The “Proposed price” function makes it possible for you to make us a counter-offer by clicking the “Send proposed price” button on the item page, entering your proposed price on the following page, clicking the “Check proposed price” button and confirming with the “Send proposed price” button on the following page (binding offer). You are bound to this proposed price for 2 days. The contract is concluded when we accept your proposed price.

(7) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 3 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

(3) If you are a businessman, the following conditions also apply:

a) We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes hands.

b) You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you as a result of the re-selling operation to us, and we accept the cession. Furthermore, you are authorised to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.

c) In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly-formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.

d) If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realisable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

§ 4 Warranty

(1) The statutory warranty rights are applicable.

(2) Claims for defects shall be excluded for used items if the defect occurs after one year from delivery of the

item. If the defect occurs within one year from delivery of the item, claims for defect can be asserted in accordance with the statutory limitation period of two years from delivery of the item. The above limitation does not apply:

- to damages culpably attributable to us arising from injury to life, limb or health and for other damages caused by wilful intent or gross negligence;
- insofar as we have wilfully concealed the defect or accepted a warranty for the quality of the goods.

(3) As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

(4) Insofar as you are a business, the following difference applies to the aforementioned warranty regulations:

a) It is understood that the details provided by us and the product description provided by the manufacturer are the only things that represent the properties and condition of the product in question. Other advertisements, blurbs and statements issued by the manufacturer are not considered to be representative of the properties and condition of the said product.

b) If the goods are found to be faulty, we shall reserve the right to repair the goods or deliver replacements. If the defect is not removed, you can demand a reduction in the price or withdraw from the contract at your discretion. The defect removal is applicable after a failed second attempt, unless the circumstances prove otherwise, in particular due to the nature of the object and/or defect or other conditions. In case of repair, we must not bear the additional costs, which arise from the transfer of the item to a place other than the place of fulfilment, as far as the transfer does not correspond to the intended use of the item.

c) The warranty period amounts to a period of one year after delivery of the product. The reduction in time-limit does not apply:

- to damages culpably attributable to us arising from injury to life, limb or health and for other damages caused by wilful intent or gross negligence;
- insofar as we have wilfully concealed the defect or accepted a warranty for the quality of the goods;
- to goods which are used for a building in accordance with their normal use instructions and whose defects were caused by this;
- for statutory recourse claims, which you have against us in connection with warranty rights.

§ 5 Choice of law, place of fulfilment, jurisdiction

(1) German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed

by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. Customer information

1. Identity of the seller

Oldtimerwelt Dresden GmbH
Güterbahnhofstraße 10
01465 Langebrück
Germany
Telephone: 035201-775592
E-Mail: info@oldtimerwelt-dresden.de

Alternative dispute resolution:

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under <https://ec.europa.eu/odr>.

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

4. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

5. Prices and payment arrangements

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 The dispatch costs that are incurred are not included in the purchase price. They can be viewed by clicking the appropriate button on our website or in the respective quote, are shown separately over the course of the order transaction and must additionally be borne by you, insofar as free delivery is not confirmed.

5.3 The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

5.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

6. Delivery conditions

6.1 The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

Unless a different period is specified in the item description or our delivery conditions, the goods are delivered within 3-5 days after the conclusion of the contract (in case an advance payment has been agreed upon, after the payment authorisation).

6.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

If you are a businessman, the delivery and shipping operations take place at your own risk.

7. Statutory warranty right

Liability for defects is governed by the "Warranty" provisions in our General Terms and Conditions of Business (Part I).

last update: 19.11.2018

Specimen - revocation form

(If you wish to revoke the contract, please fill up this form and send it back to us.)

- To Oldtimerwelt Dresden GmbH, Güterbahnhofstraße 10, 01465 Langebrück, :

- I/we (*) herewith revoke the contract concluded by me/ us (*) regarding the purchase of the following products (*)/
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 in case of a notification on paper)

- Date

(*) Cross out the incorrect option.

Data protection declaration

Unless stated otherwise below, the provision of your personal data is neither legally nor contractually obligatory, nor required for conclusion of a contract. You are not obliged to provide your data. Not providing it will have no consequences. This only applies as long as the processing procedures below do not state otherwise.

“Personal data” is any information relating to an identified or identifiable natural person.

Collection, processing, and transfer of personal data in orders

When you submit an order we only collect and use your personal data insofar as this is necessary for the fulfilment and handling of your order as well as processing of your queries. The provision of data is necessary for conclusion of a contract. Failure to provide it will prevent the conclusion of any contract. The processing will occur on the basis of Article 6(1) b) GDPR and is required for the fulfilment of a contract with you.

Your data is transferred here for example to the shipping companies and dropshipping providers, payment service providers, service providers for handling the order and IT service providers that you have selected. We will comply strictly with legal requirements in every case. The scope of data transmission is restricted to a minimum.

Merchandise management

Use of an external merchandise management system

We use a merchandise management system in the course of order processing for the purposes of contractual processing. For this purpose your personal data as collected in the course of the order will be sent to Lexware

Duration of storage

After contractual processing has been completed, the data is initially stored for the duration of the warranty period, then in accordance with the retention periods prescribed by law, especially tax and commercial law, and then deleted after the period has elapsed, unless you have agreed to further processing and use.

Rights of the affected person

If the legal requirements are fulfilled, you have the following rights according to art. 15 to 20 GDPR: Right to information, correction, deletion, restriction of processing, data portability. You also have a right of objection against processing based on art. 6 (1) GDPR, and to processing for the purposes of direct marketing, according to art. 21 (1) GDPR.

Contact us at any time. Our contact details can be found in our imprint.

Right to complain to the regulatory authority

You have the right to complain to the regulatory authority according to art. 77 GDPR if you believe that your data is not being processed legally.

Right to object

If the data processing outlined here is based on our legitimate interests in accordance with Article 6(1)f) GDPR, you have the right for reasons arising from your particular situation to object at any time to the processing of your data with future effect.

If the objection is successful, we will no longer process the personal data, unless we can demonstrate compelling legitimate grounds for the processing that outweigh your interests or rights and freedoms, or the processing is intended for the assertion, exercise or defence of legal claims.

If personal data is being processed for the purposes of direct advertising, you can object to this at any time by notifying us. If the objection is successful, we will no longer process the personal data for the purposes of direct advertising.

last update: 19.11.2018