

General Business Terms and Conditions of CAPREO GmbH

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1. Scope of application, contractual partners

These General Business Terms and Conditions as amended apply to contracts for the purchase of goods and provision of services by CAPREO GmbH to its customers.

Clause 11 of these General Business Terms and Conditions shall not apply to customers who are end consumers in accordance with § 13, German Civil Code BGB, as the clause applies only to companies as defined in § 14 BGB.

2. Duty of information for online orders and contracts

2.1 The contractual partner of the customer is CAPREO GmbH, Gildeweg 10, 46562 Voerde, Germany, telephone +49 (0) 2855 - 97 00 999, fax +49 (0) 2855 - 97 00 21, e-mail: service@capreo.com, reg. no. HRB 22034, Duisburg District Court, VAT ID no.: DE 815142788, represented by its managing director Dipl.-Kfm. Stephan Nühlen. The company does not operate agencies in other EU member states. CAPREO GmbH is hereafter referred to as "CAPREO".

2.2 The essential features of the goods and services are detailed in the description of the respective item, and can be called up during the order transaction.

2.3 CAPREO reserves the right to withdraw from a contract, if, due to no fault of its own, it is unable to supply the ordered good, as its subcontractors have failed to meet their obligations.

2.4 The contract is entered into in the following ways: The order is made through the online shop in one of the languages available there. The order constitutes an offer to CAPREO to enter into a purchasing contract. The customer receives an initial confirmation that the order has been received. This confirmation is not a confirmation of completion of the contract.

A contract is only concluded, if CAPREO dispatches the ordered goods/provides the ordered service to the customer within a period of two weeks (acceptance by the customer) or if the order is accepted by e-mail notification to the customer.

2.5 The prices quoted on the website include VAT at the applicable rate. The costs for packaging and postage costs as well as any applicable import duties shall be payable by the customer.

2.6 Unless specified differently, all information provided by CAPREO is valid at the time of visit of the website by the customer, as product and service details, offers and prices published by CAPREO are constantly updated.

3. Cancellation instructions

Right of cancellation

You have the right to withdraw from this contract within 14 days without giving any reason. This period begins on the day of receipt of the goods by you or a party appointed by you other than the shipping contractor.

To cancel your order, you must notify

CAPREO GmbH
Gildeweg 10
46562 Voerde
Germany
Fax +49 (0) 2855 - 97 00-21
Email: service@capreo.com

of your decision by post, fax or e-mail, stating clearly that you wish to withdraw from the contract. To do this, you can use the enclosed cancellation form.

Cancellations can also be made through our website capreo.com where you also find an electronic cancellation form. If you cancel your order through the website, we will send you a confirmation of receipt of your cancellation (by e-mail).

To cancel an order, it is sufficient to notify us within the cancellation period.

Effects of cancellation

In the case of effective cancellation, we shall refund you all moneys received, including shipping costs (with the exception of additional costs that have arisen from your decision to opt for a delivery method other than the offered, cheaper standard shipping method) within maximum 14 days from the date at which we have received your cancellation notification. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly requested otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold the refund to you until we have received the returned goods or proof that the goods have been returned, whichever is the earlier.

You must send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the date of your order cancellation. The deadline is met if you dispatch the goods before the period of 14 days has expired.

We shall cover the costs for the return of the goods.

All direct costs for the return of the goods shall be paid by you.

In the event of deterioration of goods, you are only required to pay compensation if the deterioration is the result of any product use that goes beyond the inspection of characteristics and function.

- End of cancellation instructions -

Exceptions: The right of cancellation shall not apply to goods that have been produced according to customer specifications or that have been customised to meet individual requirements. Also excluded are goods that, due to their properties, are unsuitable for return delivery, and audio, video and software products where the packaging seal of the storage device has been broken by the purchaser.

Return handling: To ensure speedy handling of your cancellation, we kindly ask you to return the goods in the original packaging including all packaging parts, or in other suitable transport packaging. We recommend requesting a signed receipt for the goods from the shipping company service handling the return. This receipt should be kept until the returns procedure is completed. Please note that the instructions in this section are not mandatory and that non-compliance shall not affect your right of cancellation.

CAPREO GmbH – Cancellation form

(To cancel your order, please complete the form and return it to us.)

Send cancellation form to:
CAPREO GmbH
Gildeweg 10
46562 Voerde
Germany
Fax +49 (0) 2855 - 97 00-21
Email: service@capreo.com

We/I (*) herewith cancel the purchase order of the following goods (*)

Date of order (*)/receipt of goods (*):

Order no.:

Name(s) of consumer(s):

Address of consumer(s):

Date, signature of consumer(s)

(*) please cross out sections that do not apply

4. Information on Ordering over Electronic Channels

4.1 In order to order goods from the CAPREO online shop, the customer first needs to find the goods in the website catalogue and place them in the "Shopping Cart". The shopping cart contains a list of all the goods that the customer has selected for purchase. Goods can be changed according to quantity or completely removed from the shopping cart.

4.2 Once the shopping cart contains all the goods required in the necessary quantities, the order transaction can be continued by pressing the relevant button. Subsequently, the customer will be asked for his invoice and delivery address, and the payment and shipment method desired. Prior to placing the final order, all the details of the order are displayed in summary and can be modified by the customer if required.

4.3 If the customer is an end consumer as defined in § 13, German Civil Code BGB, he then has the option to read, print or save the General Business Terms and Conditions. After the customer has confirmed that he has read and accepted the General Business Terms and Conditions as part of the purchase contract, he can continue the order process.

4.4 The order becomes binding as soon as the customer has sent it. When the order is received, the customer is issued a confirmation including these General Business Terms and Conditions.

4.5 The order details including the personal data entered by the customer is electronically stored by CAPREO.

5. Payment terms and retention of title

5.1 Upon entering into a purchase or service contract, the customer is obliged to pay the purchase price, service fee or licence fee.

5.2 The preferred method of payment is by credit card. For payment by credit card, the customer authorises CAPREO to deduct the amount due from his credit card or by means of online banking transfer. Alternatively, we accept prepayment and PayPal.

5.3 Until full payment is made, the goods and service remain the property of CAPREO. In the event that the purchase price is not paid in full, the customer must inform CAPREO immediately and in writing of this fact. This also applies to cases where the goods are subject to claim by a third party or are otherwise exposed to interference by a third party. In goods subject to retention of title are resold, the customer agrees to assign all claims from the resale to CAPREO, irrespective of whether these have arisen prior to or after processing of the goods.

6. Shipping and delivery terms

If goods are to be shipped to the customer's delivery address, the customer shall pay all delivery costs and import duties, where applicable. Delivery is by Delivered Duty Unpaid (DDU). The packaging and/or shipping costs can be calculated by the customer online when placing the order from the online shop.

7. User name / password / customer code

7.1 Upon acceptance of the order, CAPREO activates a user account for the processing of orders and payments and informs the customer of the account details, as soon as he has entered his address. A user ID, password and if required a customer code are setup within the bounds of this and provided to the customer. This information serves to identify and authorise the customer and may only be used by the customer himself. The customer is obliged to handle the information with all due care and confidentiality and protect it from access by third-parties.

7.2 If the customer suspects that his data is being used by a third party without his consent, he must immediately notify CAPREO so that the respective account can be blocked.

7.3 In the event of default in payment, revocation of the direct debit authorisation, blocking of the specified bank account or expiry of the credit card, CAPREO is entitled to close the user account of the customer.

8. Warranty and liability

8.1 If reworking, repair or replacement cannot be made successfully within a reasonable period of time after delivery, the customer shall be entitled to withdraw from the contract or demand a reduction in price.

8.2 Unless specified otherwise below, any other claims by the customer, on whatever grounds, shall be excluded. CAPREO shall not be liable for damage other than damage to the delivered goods. In particular, CAPREO shall not be liable for loss of earnings or other damage to the property of the customer. The limitations regarding liability on the part of CAPREO also apply to the personal liability of its employees, representatives and agents.

8.3 The above limitation of liability shall not apply in cases where damage has been caused intentionally or as a consequence of gross negligence, or where personal injury has been caused. The limitation of liability shall not affect the customer's legal rights.

8.4 In the event of CAPREO breaching its contractual obligations due to negligence, compensation for damage to property shall be limited to typical damage.

8.5 If the packaging of the goods is obviously defective or damaged, the customer must immediately notify the transport firm or courier service.

8.6 If the complaint is without foundation and the goods are free of defects, CAPREO shall be entitled to charge the customer a shipping and inspection charge of EUR 40. If the customer can prove that the actual costs were higher or lower, the charge shall be adjusted accordingly. In all cases, the customer shall pay the shipping costs.

9. Data protection

9.1 All data submitted by the customer (e.g. name, e-mail address, private and business address, password, credit card number, invoice address), including all personal data, is used for the processing of the customer's order. All personal data is collected and used in accordance to the regulations laid down in the German Data Protection Act BDSG and the German Telemedia Act TMG. All such data is transmitted through the internet as SSL encrypted data. No personal data is processed outside the European Union.

9.2 Your payment-related data is forwarded to the credit institute through which payment is to be made, as this is necessary for the handling of your order. Your personal data shall not be disclosed to any other third party. Please note that your consent for the disclosure of your personal data can be given electronically on the website. Your consent is thereby logged. You are entitled to revoke your consent at any time.

9.3 We save the contract text and send a copy of the order data and our General Business Terms and Conditions by e-mail to the customer. The customer has the option to view previous orders in the customer area of the website. To enable customers to shop online, cookies are used on certain pages. Cookies are small text files that are transferred from the online shop to your computer. You have the option to accept, manage and block cookies by adjusting your web browser settings accordingly. If cookies are disabled, you will however not be able to use certain key functions of our website, such as the shopping basket. Cookies are used exclusively to make certain applications accessible and do not contain any personal data.

9.4 If you have any queries or concerns regarding the collection and use of your personal data, if you wish to correct or block personal data or revoke your consent of using your personal data, please contact CAPREO (for contact details, see 2.1). According to the terms of the data protection legislation, CAPREO is the partner responsible for data protection.

9.5 The data protection policy and consents can be viewed at any time on the CAPREO online shop site clicking the „Data protection” button.

- Permission of disclosure of data to third parties -

Yes, I want to subscribe to the CAPREO newsletter and receive a 5€ voucher for my next order!

Yes, I would like to be contacted by an experienced wine consultant by phone.

You can at any time revoke your consent to the use of your personal data for information and marketing purposes.

9.6 We also use your personal data, including e-mail and postal address, to inform you of new offers and products. You can at any time revoke your consent to the use of your personal data for information and marketing purposes.

Creating anonymous user profiles for web analysis

This website uses Google Analytics, a web analysis service of Google Inc. ('Google'). Google Analytics uses so-called 'cookies', text files which are saved onto your computer and enable an analysis of your usage of the particular website. This cookie-generated information about your usage of the website is generally transferred to a Google server in the USA and also saved there.

In case of an activation of the IP anonymisation on this website however, your IP address will be shortened beforehand by Google within the member states of the EU or in other contracting member states of the agreements of the European Economic Area. In exceptional cases only, the full IP address will be transferred to a Google server in the USA and then shortened there. On behalf of the operator of this website, Google will use this information to assess your usage of this website in order to compile reports about website activities and to perform further services that are connected to the website usage and internet usage for the website operator. Google will also share this information with third parties provided that this is required by law and provided that third parties process these data on behalf of Google. At no stage will Google connect your IP address with other data of Google. The IP address passed on from your browser within the framework of Google Analytics is not merged with other data of Google.

You can prevent the storage of cookies through the appropriate settings in your browser software; we nevertheless point to the fact that in this case, not all functions of this website will be available to their full extent. Through the use of this website, you give Google permission to process the data collected about you in the manner and for the purpose described above. Additionally, you can prevent the acquisition of data generated through the cookie and regarding your usage of the website (including your IP address) as well as processing of this data by Google by downloading and installing the browser plugin that is available under the following link: <http://tools.google.com/dlpage/gaoptout?hl=de>

You can find another possibility to prohibit the acquisition of data by Google Analytics when following this link: deactivate Google Analytics using Opt Out Cookies. An Opt Out Cookie is placed which prevents the acquisition of your data when using this website in the future.

Find more detailed information regarding terms and conditions as well as data protection at <http://www.google.com/analytics/terms/de.html> and <https://www.google.de/intl/de/policies/>.

We also use Google Analytics to analyse data from AdWords and the Double Click Cookie for statistical reasons. Should you not wish this, you can deactivate this function via the Ads Preference Manager (<http://www.google.com/settings/ads/onweb/?hl=de>).

10. Applicable law and jurisdiction

For the contractual relationship as well as claims arising from it or in connection with it, German law under exclusion of UN Convention on Contracts for the International Sale of Goods is applicable. For consumers, this choice of law only applies insofar that the protection granted by the mandatory statutory regulations of the country of the consumer's usual residence is not withdrawn.

Platform of the EU Commission regarding online dispute resolution:
<http://ec.europa.eu/consumers/odr>

11. Special Conditions for Contracts with Companies

The following deviations from the business conditions detailed above apply to customers who are not consumers but companies in the meaning of § 14 BGB.

11.1 The rights of return or cancellation according to chapter 3 do not apply if the customer is a company in the meaning of § 14 BGB.

11.2 In deviation to chapter 8, warranty within the bounds of business transactions is limited as follows:

a) The warranty period is limited to 12 months.

b) The warranty granted by CAPREO to customers that are registered businesses in accordance with §14 BGB is subsidiary to that granted by the supplier. For this purpose, CAPREO shall herewith transfer to the customer all warranty claims against the manufacturer/supplier in relation to the software, hardware and/or documents or other user instructions that are the subject of the contract. The customer approves this concession. As a consequence, the customer shall initially make all warranty claims to the manufacturer/supplier. Any claims under warranty against CAPREO shall be suspended for the duration of such legal action. CAPREO shall provide the customer with all contractual documents and information regarding the contractual partner that is required for such legal action. The warranty provided by CAPREO shall come back into force once the claims of the manufacturer/supplier provide no chance of success due to legal reasons or degeneration of assets through insolvency, non-traceability, legal limitations or existing contrary rights.

11.3 In deviation to chapter 8, the customer, if a company, shall check the object of purchase for deficiencies immediately on receipt and complain about any deficiencies identified immediately. § 377 BGB shall apply.

11.4 The liability of CAPREO due to any legal reason is limited to the value of goods or services supplied. All further liability for compensation is excluded, and liability without culpability is excluded at all times. Liability according to product liability law remains unaffected by this.

11.5 The customer can only offset against claims by CAPREO with legally determined or undisputed claims.

11.6 The business conditions of the customer only apply when they have exclusively been approved by CAPREO in writing.

12. Salvatory Clause

If any provisions of these General Business Terms and Conditions or of the contract between the parties should be void, non-viable or become non-viable, the validity of the contract in whole shall not be affected.