

General Terms and Conditions

RAM Mounts Germany GmbH · Business Customers (B2B)

B2B

English translation for business customers. [Open the Privacy Policy online](#)

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§ 1 Scope

These Terms and Conditions apply exclusively to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We shall only recognize terms and conditions of the customer that conflict with or deviate from these Terms and Conditions if we expressly agree to their application in writing.

These Terms and Conditions shall also apply to all future transactions with the customer insofar as they concern legal transactions of a related nature.

§ 2 Offer and Conclusion of Contract

All offers are non-binding.

A contract shall only be concluded upon formal order confirmation by RAM Mounts Germany. However, an order shall be deemed confirmed if delivery is made without written order confirmation. Every contract and every delivery shall be made subject to recognition of the General Terms and Conditions of RAM Mounts Germany GmbH. RAM Mounts Germany shall be entitled to make acceptance of an offer conditional upon advance payment.

§ 3 Prices and Payment

Unless otherwise agreed in writing, our prices are ex works, excluding shipping and packaging costs and plus value-added tax at the applicable rate.

The purchase price shall be paid exclusively to the account specified on the invoice. Any deduction of a discount is permitted only if specifically agreed in writing.

Unless otherwise agreed, the purchase price shall be paid within 14 days after delivery. Interest on late payment may be charged at a rate of 5% above the applicable base interest rate per annum. The right to claim higher damages caused by default remains reserved.

If the customer culpably fails to meet its payment obligation, or if RAM Mounts Germany is entitled to refuse performance pursuant to Section 321 (1) BGB, all outstanding claims of RAM Mounts Germany against the customer shall become due for immediate payment.

The current prices shown in the price list or offer, or in the B2B online shop (www.rammounts.de), shall apply. Changes to prices will be communicated in writing to the email address known to us with reasonable notice before they take effect.

§ 4 Delivery Times

RAM Mounts Germany shall be entitled to make partial deliveries. Shipping and any insurance costs shall be charged for partial deliveries requested by the customer.

Delivery, performance and execution periods shall not be binding upon RAM Mounts Germany unless expressly agreed otherwise in writing. Delivery periods shall commence upon dispatch of the order confirmation.

For call-off orders, the customer shall specify the delivery date in such a way that RAM Mounts Germany has sufficient time to make the necessary arrangements.

If the customer is in default of acceptance or culpably breaches other duties to cooperate, we shall be entitled to claim compensation for the damage incurred by us as a result, including any additional expenses. Further claims remain reserved. Where the above requirements are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the customer at the time the customer enters into default of acceptance or debtor's default.

Conclusion of the contract is subject to correct and timely delivery to RAM Mounts Germany by its suppliers. In particular, RAM Mounts Germany shall be entitled to withdraw from the contract if RAM Mounts Germany has entered into a corresponding covering transaction and its supplier fails to supply it. In such a case, the customer shall be informed immediately that the goods or services are unavailable. Claims for damages by the customer are excluded.

All unforeseeable events or obstacles for which RAM Mounts Germany is not responsible and which delay delivery or performance in whole or in part, including strikes, lockouts, unforeseeable operational disruptions at RAM Mounts Germany or one of its upstream suppliers, unavoidable shortages of raw materials, destruction by third parties of services already performed, events of force majeure (e.g. fire, flooding or earthquakes), or impediments caused by circumstances for which the customer is responsible, shall entitle RAM Mounts Germany to extend the delivery or performance periods by the duration of the impediment.

If the impediment continues for more than six weeks or if delivery or performance becomes impossible, RAM Mounts Germany shall be entitled to withdraw from the contract. The customer shall be informed immediately of the impediment to performance. Any consideration already provided by the customer shall be reimbursed without delay. Further claims by the customer, in particular claims for damages, are excluded.

§ 5 Shipping and Transfer of Risk

Deliveries shall be made from the Berlin warehouse by parcel service or freight forwarder; all shipping costs shall be borne exclusively by the purchaser. If the customer arranges collection itself, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer no later than when the goods leave the factory or warehouse.

§ 6 Retention of Title

We retain title to the delivered goods until all claims arising from the supply contract have been paid in full. This shall also apply to all future deliveries, even if we do not always expressly refer to this provision. We shall be entitled to repossess the purchased goods if the customer acts in breach of contract.

Until ownership has passed to the customer, the customer shall be obliged to treat the purchased goods with due care. In particular, the customer shall insure the goods at its own expense against theft, fire and water damage at their replacement value. Until ownership has passed, the customer shall notify us immediately in writing if the delivered item is seized or subjected to any other intervention by third parties. If the third party is unable to reimburse us for the judicial and

extrajudicial costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.

The customer shall be entitled to resell the goods subject to retention of title in the ordinary course of business. The customer hereby assigns to us all claims against its purchaser arising from resale of the goods subject to retention of title, up to the final invoice amount agreed with us (including value-added tax). This assignment shall apply irrespective of whether the purchased goods are resold before or after processing. The customer shall remain authorized to collect the claim even after assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we shall not collect the claim as long as the customer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application to open insolvency proceedings has been filed and payments have not been suspended.

§ 7 Warranty, Duty to Inspect and Give Notice of Defects, and Recourse/Manufacturer's Recourse

The purchaser's warranty rights require that it has duly complied with its duties to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).

Claims for defects shall become time-barred 12 months after delivery of the goods supplied by us to our purchaser. The statutory limitation period shall apply to claims for damages in cases of intent and gross negligence and in the event of injury to life, limb or health resulting from an intentional or negligent breach of duty by the user of these Terms and Conditions. Used goods are excluded from the warranty. Our written consent must be obtained before any goods are returned. Please contact us at info@rammounts.de and request an RMA number in the event of an authorized return.

As part of the duty to inspect, we draw attention to the fact that deliveries must be inspected immediately upon receipt for completeness, damage and identifiable defects in accordance with Section 377 HGB. Any shortages or obvious defects must be reported to us in writing using the RMA form immediately upon receipt of the goods. If no such notice is given, the delivered goods shall be deemed accepted with respect to such defects. We are therefore unable to accept subsequent complaints regarding missing or damaged goods unless they concern hidden defects that could not be identified during the incoming-goods inspection.

Our written consent must be obtained before any goods are returned. Unsolicited or inadequately labelled consignments will be returned to the sender with carriage due. To allow us to verify your claims, please send the proof of purchase together with your contact details to rma@rammounts.de.

To initiate a return procedure, please contact our customer service exclusively by email. We will provide the customer with a unique RMA number (Return Material Authorization), further shipping instructions and the required return address.

Returns without a clearly stated RMA number will not be accepted, and service cases will not be processed.

RAM Mounts Germany GmbH is generally under no obligation to accept the return of goods ordered incorrectly or by mistake by the customer. If we agree to accept such a return, we reserve the right to charge a handling fee of 20% of the net value of the goods.

Please observe the following conditions when returning or exchanging new goods. Products subject to cancellation must be free of damage, defects and visual impairment; the original packaging should be available. Complete sets must include all products and accessories.

If, despite all due care, the delivered goods have a defect that existed at the time risk passed, we shall, subject to timely notice of defects, at our discretion either remedy the defect or deliver replacement goods. We must always be given the opportunity to provide subsequent performance within a reasonable period. Rights of recourse remain unaffected without restriction.

If subsequent performance fails, the purchaser may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.

Claims for defects shall not exist in the event of only insignificant deviations from the agreed quality, only insignificant impairment of usability, natural wear and tear, or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, defective construction work, unsuitable building ground or special external influences not assumed under the contract. If the purchaser or a third party carries out improper repairs or modifications, no claims for defects shall exist for such work or for the resulting consequences.

Claims by the purchaser for expenses required for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded insofar as the expenses increase because the goods supplied by us were subsequently taken to a location other than the purchaser's place of business, unless such transfer corresponds to their intended use.

The purchaser shall have rights of recourse against us only insofar as the purchaser has not entered into agreements with its customer that go beyond the legally mandatory claims for defects. Paragraph 6 shall also apply accordingly to the scope of the purchaser's right of recourse against the supplier.

When ordering and delivering bulk packaging, please note that the loose packaging may occasionally cause scratches or scuff marks on the parts. Any complaints based on visual defects are therefore excluded in advance.

§ 8 Miscellaneous

This contract and all legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office, unless otherwise stated in the order confirmation. (Note: This clause may not be used if at least one of the parties is a business that is not entered in the commercial register.)

All agreements made between the parties for the purpose of performing this contract are set out in writing in this contract.

RAM Mounts Germany GmbH
Alexander-Meißner-Str. 42
12526 Berlin
Germany
Phone +49 (30) 917471-70
Fax +49 (30) 917471-69
Website: www.rammounts.de