

General Terms and Conditions

RAM Mounts Germany GmbH · Consumers (B2C)

B2C

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

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1) Scope

1.1 These General Terms and Conditions (hereinafter "Terms and Conditions") of RAM Mounts Germany GmbH (hereinafter "Seller") apply to all contracts for the delivery of goods concluded between a consumer or entrepreneur (hereinafter "Customer") and the Seller regarding the goods displayed by the Seller in its online shop. The inclusion of the Customer's own terms and conditions is hereby rejected unless otherwise agreed.

1.2 These Terms and Conditions shall apply accordingly to contracts for the delivery of vouchers unless expressly agreed otherwise.

1.3 A consumer within the meaning of these Terms and Conditions is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession. An entrepreneur within the meaning of these Terms and Conditions is a natural person, legal entity or partnership with legal capacity that acts in the exercise of its trade, business or profession when concluding a legal transaction.

2) Conclusion of Contract

2.1 The product descriptions contained in the Seller's online shop do not constitute binding offers by the Seller but serve to enable the Customer to submit a binding offer.

2.2 The Customer may submit the offer using the online order form integrated into the Seller's online shop. After placing the selected goods in the virtual shopping cart and completing the electronic ordering process, the Customer submits a legally binding contractual offer in respect of the goods contained in the shopping cart by clicking the button that completes the ordering process. The Customer may also submit the offer to the Seller by telephone, fax, email, post or online contact form.

2.3 The Seller may accept the Customer's offer within five days:

- by sending the Customer a written order confirmation or an order confirmation in text form (fax or email), in which case receipt of the order confirmation by the Customer shall be decisive; or
- by delivering the ordered goods to the Customer, in which case receipt of the goods by the Customer shall be decisive; or
- by requesting payment from the Customer after the Customer has placed the order.

No contract shall be concluded if a technical problem in the web shop causes items to be offered at EUR 0.00. In such a case, please await our new order confirmation by email.

If more than one of the above alternatives applies, the contract shall be concluded at the time the first of those alternatives occurs. The period for accepting the offer begins on the day after the Customer sends the offer and ends at the close of the fifth day following dispatch of the offer. If the Seller does not accept the Customer's offer within this period, the offer shall be deemed rejected and the Customer shall no longer be bound by its declaration of intent.

2.4 If a payment method offered by PayPal is selected, payment shall be processed by PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal"), subject to the PayPal User Agreement available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or, if the Customer does not have a PayPal account, subject to the terms for payments without a PayPal account available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the Customer pays using a PayPal payment method available during the online ordering process, the Seller hereby accepts the Customer's offer at the time the Customer clicks the button that completes the ordering process.

2.5 If the "Amazon Payments" payment method is selected, payment shall be processed by Amazon Payments Europe s.c.a., 38 avenue John F. Kennedy, L-1855 Luxembourg (hereinafter "Amazon"), subject to the Amazon Payments Europe User Agreement available at <https://payments.amazon.de/help/201751590>. If the Customer selects "Amazon Payments" as the payment method during the online ordering process, the Customer also issues a payment instruction to Amazon by clicking the button that completes the ordering process. In this case, the Seller hereby accepts the Customer's offer at the time the Customer initiates the payment process by clicking the button that completes the ordering process.

2.6 When an offer is submitted using the Seller's online order form, the contract text will be stored by the Seller after conclusion of the contract and sent to the Customer in text form (e.g. email, fax or letter) after the Customer has submitted the order. The Seller will not otherwise make the contract text accessible. If the Customer created a user account in the Seller's online shop before submitting the order, the order data will be archived on the Seller's website and may be accessed by the Customer free of charge through the password-protected user account using the relevant login details.

2.7 Before submitting a binding order using the Seller's online order form, the Customer can identify possible input errors by carefully reading the information displayed on the screen. The browser's zoom function may be used as an effective technical aid to identify input errors more easily. The Customer may correct entries during the electronic ordering process using the usual keyboard and mouse functions until clicking the button that completes the ordering process.

2.8 The contract may be concluded in German or English.

2.9 Order processing and communication generally take place by email and automated order processing. The Customer must ensure that the email address provided for order processing is correct and that emails sent by the Seller can be received at that address. In particular, when using spam filters, the Customer must ensure that all emails sent by the Seller or by third parties commissioned by the Seller to process the order can be delivered.

3) Right of Withdrawal

3.1 Consumers generally have a right of withdrawal.

3.2 Further information regarding the right of withdrawal is provided in the Seller's cancellation policy.

3.3 The right of withdrawal does not apply to consumers who, at the time the contract is concluded, are not nationals of a Member State of the European Union and whose sole residence and delivery address are outside the European Union at that time.

4) Prices and Payment Terms

4.1 Unless otherwise stated in the Seller's product description, the prices quoted are total prices including statutory value-added tax. Any additional delivery and shipping costs will be stated separately in the relevant product description.

4.2 For deliveries to countries outside the European Union, additional costs may arise in individual cases for which the Seller is not responsible and which must be borne by the Customer. These may include charges for transferring funds through financial institutions (e.g. bank transfer or exchange-rate fees) and import duties or taxes (e.g. customs duties). Such costs relating to the transfer of funds may also arise where delivery is not made to a country outside the European Union but the Customer makes payment from a country outside the European Union.

4.3 The available payment method or methods will be communicated to the Customer in the Seller's online shop.

4.4 If advance payment by bank transfer has been agreed, payment shall be due immediately after conclusion of the contract unless the parties have agreed a later due date.

4.5 Bank details: RAM Mounts Germany GmbH, IBAN DE97100900002609314004 - BIC BEVODEBB

5) Delivery and Shipping Terms

5.1 Goods shall be delivered by shipment to the delivery address specified by the Customer unless otherwise agreed. The delivery address stated by the Seller during order processing shall be decisive for processing the transaction.

5.2 If delivery of the goods fails for reasons for which the Customer is responsible, the Customer shall bear the reasonable costs incurred by the Seller as a result. This shall not apply to the initial shipping costs if the Customer effectively exercises the right of withdrawal. If the right of withdrawal is effectively exercised, the provisions in the Seller's cancellation policy regarding return shipping costs shall apply.

5.3 Collection by the Customer is not possible for logistical reasons.

5.4 Vouchers will be provided to the Customer as follows:

- by email

6) Retention of Title

If the Seller provides goods in advance, the Seller shall retain title to the delivered goods until the purchase price owed has been paid in full.

7) Liability for Defects (Warranty)

7.1 If the purchased goods are defective, the statutory provisions governing liability for defects shall apply.

7.2 Customers acting as consumers are requested to report goods delivered with obvious transport damage to the delivery company and to inform the Seller accordingly. Failure to do so shall have no effect on the Customer's statutory or contractual claims for defects.

7.3 Service Information Letter - Warranty Terms

The current warranty terms can be [downloaded here](#).

8) Redemption of Promotional Vouchers

8.1 Vouchers issued free of charge by the Seller as part of promotions for a limited period and which cannot be purchased by the Customer (hereinafter "Promotional Vouchers") may be redeemed only in the Seller's online shop and only during the stated period.

8.2 Individual products may be excluded from a voucher promotion if the content of the Promotional Voucher provides for such a restriction.

8.3 Promotional Vouchers may be redeemed only before the ordering process is completed. Subsequent offsetting is not possible.

8.4 Multiple Promotional Vouchers may be redeemed for a single order.

8.5 The value of the goods must be at least equal to the value of the Promotional Voucher. Any remaining credit will not be refunded by the Seller.

8.6 If the value of the Promotional Voucher is insufficient to cover the order, the remaining amount may be paid using any of the other payment methods offered by the Seller.

8.7 Promotional Voucher credit will not be paid out in cash and will not bear interest.

8.8 A Promotional Voucher will not be refunded if the Customer returns goods paid for in whole or in part using the Promotional Voucher under the statutory right of withdrawal.

8.9 A Promotional Voucher is intended solely for use by the person named on it. Transfer of the Promotional Voucher to third parties is excluded. The Seller shall be entitled, but not obliged, to verify the substantive entitlement of the relevant voucher holder.

9) Redemption of Gift Vouchers

9.1 Vouchers that may be purchased through the Seller's online shop (hereinafter "Gift Vouchers") may be redeemed only in the Seller's online shop unless otherwise stated on the voucher.

9.2 Gift Vouchers and any remaining credit on Gift Vouchers may be redeemed until the end of the third year following the year in which the voucher was purchased. Remaining credit will be credited to the Customer until the expiry date.

9.3 Gift Vouchers may be redeemed only before the ordering process is completed. Subsequent offsetting is not possible.

9.4 Multiple Gift Vouchers may be redeemed for a single order.

9.5 Gift Vouchers may be used only to purchase goods and may not be used to purchase additional Gift Vouchers.

9.6 If the value of the Gift Voucher is insufficient to cover the order, the remaining amount may be paid using any of the other payment methods offered by the Seller.

9.7 Gift Voucher credit will not be paid out in cash and will not bear interest.

9.8 A Gift Voucher is intended solely for use by the person named on it. Transfer of the Gift Voucher to third parties is excluded. The Seller shall be entitled, but not obliged, to verify the substantive entitlement of the relevant voucher holder.

10) Applicable Law

10.1 All legal relationships between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the laws governing the international sale of movable goods. For consumers, this choice of law shall apply only insofar as the protection granted by mandatory provisions of the law of the country in which the consumer has their habitual residence is not withdrawn.

10.2 Furthermore, this choice of law shall not apply in respect of the statutory right of withdrawal to consumers who, at the time the contract is concluded, are not nationals of a Member State of the European Union and whose sole residence and delivery address are outside the European Union at that time.

11) Jurisdiction

If the Customer is a merchant, a legal entity under public law or a special fund under public law with its registered office in the Federal Republic of Germany, the Seller's registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract. If the Customer's registered office is outside the Federal Republic of Germany, the Seller's registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract may be attributed to the Customer's professional or commercial activities. In the above cases, however, the Seller shall always be entitled to bring proceedings before the court at the Customer's registered office.

12) Alternative Dispute Resolution

12.1 The European Commission provides an online dispute resolution platform at the following address:

<https://ec.europa.eu/consumers/odr>

This platform serves as a point of contact for the out-of-court resolution of disputes arising from online purchase or service contracts involving a consumer.

12.2 The Seller is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

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