General Terms and Conditions

RAM Mounts Germany GmbH · Consumer Business (B2C)

B2C This version applies to consumer business. View the Privacy Policy online

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1) Scope

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

1.2 These Terms apply accordingly to contracts for the supply of vouchers, unless expressly provided otherwise in this respect.

1.3 A consumer within the meaning of these Terms is any natural person who enters into a legal transaction for purposes that are predominantly outside that person's trade, business or profession. A business within the meaning of these Terms is a natural or legal person or a partnership with legal capacity that, when entering into a legal transaction, acts in the course of its trade, business or profession.

2) Formation of the 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 an offer using the online order form integrated into the Seller's online shop. After placing the selected goods in the virtual shopping basket and completing the electronic ordering process, the Customer submits a legally binding contractual offer for the goods in the shopping basket by clicking the button that completes the order. The Customer may also submit an 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 is decisive; or

- by delivering the ordered goods to the Customer, in which case receipt of the goods by the Customer is decisive; or

- by requesting payment from the Customer after the Customer has submitted the order.

No contract is concluded if there is a technical problem with the webshop and items are offered at EUR 0.00. In this case, please await our new order confirmation by email.

If several of the above alternatives occur, the contract is concluded at the time when the first of those alternatives occurs. The period for accepting the offer starts on the day after the Customer sends the offer and ends at the end of the fifth day following the sending of the offer. If the Seller does not accept the Customer's offer within that period, the offer is deemed rejected, with the result that the Customer is no longer bound by its declaration of intent.

2.4 If a payment method offered by PayPal is selected, payment is processed through the payment service provider 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 payment method offered by PayPal and available for selection during the online ordering process, the Seller hereby declares its acceptance of the Customer's offer at the moment the Customer clicks the button that completes the order.

2.5 If the payment method "Amazon Payments" is selected, payment is processed through the payment service provider 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" during the online ordering process, clicking the button that completes the order also constitutes a payment instruction to Amazon. In this case, the Seller hereby declares its acceptance of the Customer's offer at the moment the Customer initiates payment by clicking the button that completes the order.

2.6 When an offer is submitted using the Seller's online order form, the Seller stores the contract text after the contract is concluded and sends it to the Customer in text form (e.g. email, fax or letter) after the Customer submits the order. The Seller does not make the contract text accessible in any other way. If the Customer has created a user account in the Seller's online shop before submitting the order, the order data is archived on the Seller's website and can be accessed free of charge through the Customer's 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, which enlarges the display on the screen, can be an effective technical means of identifying input errors more easily. During the electronic ordering process, the Customer can correct entries using the usual keyboard and mouse functions until clicking the button that completes the order.

2.8 The contract may be concluded in German or English.

2.9 Orders and communications are generally handled by email and automated order processing. The Customer must ensure that the email address provided for order processing is correct so 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 engaged 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 on the right of withdrawal is set out in the Seller's withdrawal instructions.

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 at that time are outside the European Union.

4) Prices and Payment Terms

4.1 Unless otherwise stated in the Seller's product description, the prices quoted are total prices including statutory VAT. Any additional delivery and shipping costs are 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 include, for example, charges imposed by banks for transferring funds (e.g. transfer fees 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(s) are communicated to the Customer in the Seller's online shop.

4.4 If advance payment by bank transfer is agreed, payment is due immediately upon 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 are shipped to the delivery address specified by the Customer unless otherwise agreed. The delivery address specified in the Seller's order processing system is decisive for processing the transaction.

5.2 If delivery of the goods fails for reasons for which the Customer is responsible, the Customer bears the reasonable costs incurred by the Seller as a result. This does not apply to the costs of outward delivery if the Customer validly exercises the right of withdrawal. Where the Customer validly exercises the right of withdrawal, return shipping costs are governed by the relevant provisions in the Seller's withdrawal instructions.

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

5.4 Vouchers are provided to the Customer as follows:

- by email

6) Retention of Title

If the Seller supplies goods before receiving payment, it retains 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 apply.

7.2 If the Customer is acting as a consumer, the Customer is requested to report any obvious transport damage to the carrier and inform the Seller. Failure to do so has no effect on the Customer's statutory or contractual claims for defects.

7.3 Service Information Letter - Warranty Terms

Download the current warranty terms here.

8) Redemption of Promotional Vouchers

8.1 Vouchers issued free of charge by the Seller as part of promotional campaigns with a specified validity 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 specified period.

8.2 Individual products may be excluded from a voucher promotion if the Promotional Voucher specifies such a restriction.

8.3 Promotional Vouchers may be redeemed only before completion of the ordering process. They cannot be applied retrospectively.

8.4 Several Promotional Vouchers may be redeemed in a single order.

8.5 The value of the goods must be at least equal to the amount 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, one of the other payment methods offered by the Seller may be used to pay the difference.

8.7 The balance of a Promotional Voucher is neither paid out in cash nor bears interest.

8.8 The Promotional Voucher will not be refunded if the Customer returns goods paid for wholly or partly with the Promotional Voucher in exercise of the statutory right of withdrawal.

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

9) Redemption of Gift Vouchers

9.1 Vouchers that can 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 remaining balances on Gift Vouchers may be redeemed until the end of the third year following the year in which the voucher was purchased. Remaining balances are credited to the Customer until the expiry date.

9.3 Gift Vouchers may be redeemed only before completion of the ordering process. They cannot be applied retrospectively.

9.4 Several Gift Vouchers may be redeemed in a single order.

9.5 Gift Vouchers may be used only to purchase goods, not to purchase further Gift Vouchers.

9.6 If the value of the Gift Voucher is insufficient to cover the order, one of the other payment methods offered by the Seller may be used to pay the difference.

9.7 The balance of a Gift Voucher is neither paid out in cash nor bears interest.

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

10) Applicable Law

10.1 All legal relations between the parties are governed by the law of the Federal Republic of Germany, excluding the laws governing the international sale of movable goods. For consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the state in which the consumer has their habitual residence.

10.2 Furthermore, with regard to the statutory right of withdrawal, this choice of law 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 at that time are outside the European Union.

11) Jurisdiction

If the Customer is acting as a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the Seller's registered office is the exclusive place of jurisdiction for all disputes arising from this contract. If the Customer's registered office is outside the territory of the Federal Republic of Germany, the Seller's registered office is the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from it can be attributed to the Customer's professional or commercial activities. In the above cases, however, the Seller is in all circumstances also 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 link:

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 sales 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 body.

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