

TERMS AND CONDITIONS OF SALE AND DELIVERY

Please read these conditions carefully before making your decision

1. Subject matter

These General Terms and Conditions shall form an integral part of any contract concluded between KUHN GmbH ("KUHN") as the supplier and the natural or legal person as the purchaser (the "Purchaser"). Deviations from these terms and conditions are only valid after prior express written confirmation by KUHN or if there are compelling reasons.

2 Contracting party

2.1.

If a contract has been concluded between KUHN and the buyer in accordance with point 3 below, KUHN is the contractual partner.

The full details of KUHN are as follows:

KUHN GmbH

Franz-Werfel-Str. 44-50

DE-32257 Bünde

Phone +49 (0)5223 - 48 39 90 99

E-Mail: hello@sunball.com

3 Conclusion of contract

3.1.

By placing an order, the customer submits an offer to conclude a purchase contract (contract) with KUHN. The purchase contract is concluded when KUHN accepts the offer in the form of an order confirmation.

3.2.

The contract is stored in digital form.

Prices include value added tax (VAT) and other charges, fees, customs duties and insurance premiums. Prices can be adjusted by KUHN at any time. Freight, delivery or shipping costs may be charged additionally.

4. right of withdrawal

4.1.

Right to cancel the purchase

4.1.1.

Each KUHN is unique and therefore a custom-made product. Each KUHN is manufactured individually for the buyer.

4.1.2.

Irrespective of the custom-made product, KUHN grants the customer a unilateral right of withdrawal of 40 days without giving reasons. The period is limited to 20 days after the order or 10 days after receipt of the delivery, depending on which period expires last.

4.2.

Procedure for exercising the right of withdrawal

4.2.1.

The buyer notifies KUHN of his intention to exercise his right of withdrawal (declaration of withdrawal). This notification is made via one of the contact options specified in point 2.2, whereby the buyer can use the sample withdrawal form attached to these GTC.

4.2.2.

After the declaration of revocation has been made in due time, the goods, if already delivered, must be returned unused and undamaged to:

KUHN GmbH
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DE-32257 Bünde
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The goods must be dispatched within 14 days of submitting the declaration of withdrawal take place.

4.2.3.

If KUHN establishes that the goods are damaged or not unused or have been used in any other way, KUHN is entitled to deduct an amount equal to the cost of restoring the goods to their original condition from the refund. However, such a deduction shall under no circumstances exceed the original price of the goods.

4.2.4.

If the right of withdrawal is exercised, the buyer shall bear any transportation costs for the return shipment. If the goods have been delivered outside Sweden, KUHN will reimburse the buyer for the part of the costs relating to transportation outside the country to which the goods were originally delivered. The buyer bears the transportation risk during the entire transport.

4.3.

Exclusion of the right of withdrawal

4.3.1.

The right of withdrawal only applies to consumers who purchase the goods for their own use (consumers). There is no right of withdrawal for entrepreneurs or if the main reason for the purchase can be assumed to be use for commercial purposes.

4.3.2.

If the goods were manufactured according to special customer specifications or clearly tailored to personal needs, there is no right of withdrawal. In the case of such orders, explicit reference is made to the lack of a right of withdrawal in the order confirmation.

4.3.3.

The right of withdrawal shall lapse in full in any case if the goods have been used beyond the objectively reasonable extent for testing and/or determining their condition. Such use is, for example, if the goods have been assembled, filled with water or heated, etc.

5 Delivery, transportation and damage

5.1.

Unless expressly stated otherwise in the order, delivery shall be made to the address specified by the Buyer in the order. This does not apply to non-palletized parcel goods, which are delivered to the nearest parcel point.

5.2.

If goods are to be transported further at the request of the Buyer, delivery shall be deemed to have taken place upon handover to another independent transport company.

5.3.

Unloading on delivery shall take place on working days between 7.00 and 17.00 hours. The buyer must be able to identify himself upon request when accepting the goods.

5.4.

Unloading is carried out using a tail lift with which the goods are placed on the ground directly next to the vehicle.

5.5.

Unless otherwise agreed, unloading shall take place at the buyer's property boundary or as close to the property boundary as possible in the carrier's estimation, taking into account the local conditions.

5.6.

The buyer is obliged to inspect the goods upon receipt. If the buyer discovers damage to the goods upon receipt, this must be reported immediately on site to the parcel center or the carrier. The damage must then be described in the delivery bill. The document must be signed by both parties. If the transport company denies responsibility for the damage, the buyer must contact KUHN.

5.7.

If items are missing from the delivery, the buyer must contact KUHN immediately.

5.8.

By signing the delivery bill provided by the parcel office or the carrier, the buyer accepts the delivery and confirms that the goods received do not show any visible damage. If the buyer is an entrepreneur and discovers transport damage to the goods after the confirmation of transportation, he shall not be entitled to compensation from the transport company or KUHN.

5.9.

A promise of the time of delivery only applies if the transport company has declared in writing in the contract with the buyer or in the offer to the buyer that the time of transport is binding. Requests or conditions expressed by the buyer regarding the time of delivery, e.g. on the consignment note, are not binding for the transport company or KUHN.

5.10.

If the buyer does not collect the consignment from the transport company or if the goods are not accepted as agreed, the buyer shall bear all transport costs, any additional costs and the transport risk. Failure to collect ordered goods is not to be equated with the right of withdrawal according to § 4 above.

5.11.

Free delivery for goods not on pallets applies exclusively to deliveries in Austria and only to the usual parcel point of the transport company. Free delivery for goods on pallets only applies to regions in Austria where the transport company usually operates truck tours and to delivery addresses that can be reached via a road classified as passable by the transport company. Non-drivable roads are, for example, roads that can only be reached by ferry or boat. In case of doubt regarding the navigability of the transport route, the buyer is obliged to contact the customer service of the transport company. Note: The transport company's usual routes may vary depending on the time of year.

5.12.

If the route has not been classified as passable by the carrier, the buyer is obliged to collect the goods from the nearest goods terminal. Any transportation costs incurred for this shall be borne by the buyer.

6. exchange

KUHN is not obliged to exchange faultless goods. However, KUHN will make every effort to accommodate a possible exchange request. The right of withdrawal remains unaffected. Unless otherwise agreed, the conditions from point 4 above on the procedure for exercising the right of withdrawal apply to the return of goods that are subject to the right of exchange.

7 Payment

7.1.

When concluding a contract in accordance with point 3.1, the various payment methods between which the buyer can choose are displayed. The buyer is offered customized payment alternatives.

7.2.

KUHN reserves the right to carry out relevant credit checks. Upon request, the buyer must be able to prove his identity. Invoices are due for payment within 10 days of invoicing. In the case of partial payments, the claim is transferred to the credit institution specified by KUHN.

7.3.

Due date and default interest for purchases on account

7.3.1.

The due date is stated on the invoice. In the event of non-payment or late payment, KUHN is entitled to charge interest on arrears from the due date at a rate of 5 percentage points above the prime rate. If the buyer is an entrepreneur, a default interest rate of 9.2 percentage points above the base interest rate according to § 456 UGB applies.

7.3.2.

In the event of non-payment of the invoice after the first reminder, KUHN is entitled to charge a default fee of € 2.50 for each additional copy of a reminder.

7.4.

Card payment

7.4.1.

When paying by credit/debit card, payment is made via an encrypted procedure.

7.4.2.

In the case of payment by credit card, the card will be charged as soon as the order is produced and packaged at the KUHN factory. Nevertheless, the amount of the purchase price is already reserved on the card at the time the order is placed.

7.4.3.

The buyer must be authorized to use the debit or credit card specified at the time of payment.

8 Retention of title

The goods remain the property of KUHN until full payment has been made by the customer. Unless otherwise stated, KUHN sells products for end use. These may only be permanently installed, integrated into other equipment or resold after full payment has been made. Different conditions apply to resellers confirmed by KUHN.

9 Warranty and complaints

9.1.

The warranty period is 2 years for consumers and 6 months for entrepreneurs. The period begins with the handover of the purchased item.

9.2.

If the buyer is a consumer, he has the choice of whether the goods are to be repaired or replaced. KUHN is entitled to refuse the chosen remedy if it is impossible or involves a disproportionately high effort for KUHN compared to the other remedy.

9.3.

If the buyer is an entrepreneur, KUHN shall initially provide a warranty for defects in the purchased item through improvement or replacement at KUHN's discretion.

9.4.

If an improvement is not possible or feasible, the Buyer may, at his discretion, demand a price reduction or, if the defect is not only minor, rescission of the contract.

9.5.

Entrepreneurs must inspect the delivered goods for defects within a reasonable period and notify KUHN of these in writing within a period of 7 days from receipt of the goods; otherwise the assertion of the warranty claim is excluded. Hidden defects must be reported to KUHN in writing within a period of one week from discovery. The timely dispatch of the notification of defects is sufficient to meet the deadline.

9.6.

The entrepreneur bears the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.

9.7.

The buyer is entitled to a warranty claim in the event of manufacturing and material defects and in the absence of warranted characteristics, provided that the product has been assembled and used in accordance with the enclosed instructions for use.

9.8.

In the event of a repair, the buyer is obliged to remove any assembly and construction materials of his own so that KUHN personnel have access to the KUHN.

9.9.

If changes are made to the product without the prior written consent of KUHN, the warranty will become void. The warranty is also void if repairs are not carried out with approved spare parts or if maintenance is not carried out in accordance with the instructions.

9.10.

If the product is returned for repair or replacement, the purchaser must pack the product in the same way as it was packed when it was received and place it in an accessible location where the carrier appointed by KUHN unloaded it on delivery. KUHN will provide instructions on how to proceed in the event of a warranty claim in connection with the acceptance of the warranty claim. If the warranty claim is accepted, KUHN shall bear the costs for the return transport from the above-mentioned location.

10. handling of personal data - confidentiality

By placing an order with KUHN, the buyer agrees to the storage, processing and use of the respective personal details and data for order processing, payment processing, delivery processing, communication and information in the context of the customer relationship. The buyer also agrees to KUHN sending newsletters. KUHN is also entitled to provide necessary information from third parties (e.g. transport companies) in order to fulfill its obligations towards the buyer. If the buyer does not wish any further communication, he can expressly object to further contacts. If the buyer chooses to pay by credit or debit card, the transaction will be processed by payment partner Adyen in order to guarantee fast, secure payment. Adyen fulfills all PCI-DSS requirements. KUHN does not store any card data during card payments. The buyer can revoke his consent to the use of his personal data at any time and without giving reasons to the contact details given in point 2.2.

11 Applicable law and disputes

11.1.

Unless otherwise provided by mandatory provisions, the contract shall be governed by Swedish law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), whereby the parties shall endeavor to reach an out-of-court settlement.

11.2.

The Purchaser and KUHN agree, in the event of class actions permitted under national law, that each party may only bring claims against the other party in its own name and not as a defendant or co-plaintiff. Unless otherwise agreed between the Buyer and KUHN, arbitrators and judges may not consolidate claims of multiple persons or otherwise accept class actions of any form for hearing.

12 Liability on the part of KUHN

12.1.

KUHN rejects all express or implied claims and obligations that are not expressly stipulated in these terms and conditions or arise under applicable law. Liability for slight negligence, compensation for consequential damages and financial losses, unrealized savings, loss of interest and damages from third-party claims against the buyer are excluded. These limitations of liability shall not apply in the event of physical injury or damage to health attributable to KUHN or in the event of loss of life of the purchaser. The limitation of liability for slight negligence does not apply to consumers.

12.2.

Buyer agrees to indemnify and hold KUHN and its employees, owners and agents harmless against all claims, demands, losses, liabilities and expenses (including attorneys' fees) arising out of or relating to: (1) Buyer's use of the goods and services or goods and services acquired through Buyer's use of the goods and services, (ii) Buyer's breach or violation of these Terms, (iii) KUHN's use of Buyer's personal information, or (iv) Buyer's violation of any rights of any third party, including outside suppliers.

This Agreement was last updated on January 8, 2019.