

General Terms & Conditions

General Terms & Conditions of the EVO Eitel & Volland GmbH

§ 1 Contractor

Affiliate is
EVO Eitel & Volland GmbH
Max-Planck-Str. 25
70736 Fellbach – Germany
Phone: +49-(0)711-2529416-20
Fax: +49-(0)711-2529416-29
E-Mail: collection@evogmbh.com
Web: www.evogmbh.com
Managing Director: Uwe Volland and Timo Eitel
Register Court: Stuttgart
Register number: HRB 264392
VAT registration number: DE213460491

§ 2 Sphere of application

- The following General Terms and Conditions shall apply for all orders sent by fax, letter or email to EVO GmbH by customers and shall be recognised by the Customer on each order.
- Customers in the terms of these business terms and conditions are consumers (section §13 BGB German Civil Code) or entrepreneurs (section §14 BGB).
- Consumers in the terms of these business conditions are natural persons with whom business relationships are entered into but to whom a commercial, self-employed or free-lance activity cannot be assigned.
- Entrepreneurs in the terms of these business terms and conditions are legal entities or natural persons or partnerships with legal capacity with which business relationships are entered into and which exercise a commercial, self-employed or free-lance activity.
- Deviating, opposing or supplementary general terms and conditions shall not become a part of this agreement unless their applicability has been expressly agreed in writing. Any form-type indication to business terms and conditions of the customer is rejected.

§ 3 Conclusion of agreement

- The presentation of EVO GmbHs range on the Internet does not represent an offer in the terms of sections §145 et seq. BGB (German Commercial Code). Through an order in the online shop or by letter or fax, the customer makes a binding purchase offer to EVO GmbH. EVO GmbH is entitled to accept the order by way of delivery of the goods, special order confirmation or in any other suitable manner (e.g. by letter, fax or telephone) fully or partly within 14 days. Acceptance takes place with the reservation of the availability of the goods, in particular with the reservation of correct and punctual delivery by the EVO GmbHs suppliers. This shall apply, however, only for the case that EVO GmbH is not responsible for non-delivery.
- Should the goods not be available at EVO GmbHs suppliers, EVO GmbH shall inform the customer correspondingly without delay and refund any already provided counter performance of the Customer without delay.
- A confirmation of receipt email which is automatically generated and sent by the system immediately after receipt of the Customers order or acceptance of an order by telephone by EVO GmbH shall not represent binding acceptance of the offer of purchase by EVO GmbH.
- Within the framework of the order process, the risk of a non-clarified faulty transmission shall be borne by the Customer.

§ 4 Prices

- The prices listed on the Internet at the point of time of the order shall be applicable. The prices stated are end prices, i.e. they include the statutory VAT of 19 % and other parts of the price plus shipping costs as can be seen in the order process.
- Foreign customers (third-party countries) and commercial persons in the EU tax territory with a valid turnover tax ID number shall receive the goods net without German VAT plus shipping costs. Commercial persons from the EU shall, for this, select the customer group EU Commercial Persons

- with Turnover Tax ID" in the order process and correctly quote their turnover tax ID number.
- We draw attention apart from this to the fact that for deliveries to third-party countries (outside Germany and the EU), costs can arise for customs duty and import taxes. These shall be paid directly by the customer. Please inform yourself in advance at your competent customs authorities.
 - For limited offers, the term of applicability can be seen at the point at which they are presented in the shop.
 - Price changes and errors are reserved.

§ 5 Ordering procedure

- Ordering in our online shop takes place when you, as the customer
 - a) place the item in the shopping basket,
 - b) state your email address, invoice and delivery address,
 - c) state the desired payment data,
 - d) check the correctness of your statements on the control page,
 - e) click at the bottom of the page on to the button "order now".
- Information on the point of time of the conclusion of the agreement can be found in section 2 of the General Terms and Conditions. You can find further information about the ordering process in the shopping basket.

§ 6 Payment

- Private customers and companies can use the online payment types which are listed in the shop. The data necessary for processing the business deal are stored in accordance with the legal data protection provisions. Should the customers account not cover the price, he shall bear the costs of any return debit note.
- Contractual partners and companies of Daimler AG can receive technical literature, books and brochure reprints on delivery note and subsequent invoice directly from Daimler AG, Mercedes-Benz Classic Fellbach, R051, 70546 Stuttgart. The invoice is due for payment immediately and without deduction. All discounts shall be calculated subsequently in accordance with the discount group list.
- The Mercedes-Benz Classic Store is only for end consumer. As a Mercedes-Benz dealer you have not the possibility to place your order in the Online Shop. Please order the items of the Mercedes-Benz Museum Collection and the Classic Magazine Collection by e-mail or fax. You receive the goods with an invoice of the EVO company.

§ 7 Withdrawal and revocation

Right of Withdrawal

You may withdraw from the contract within fourteen days, without having to state reasons for this decision.

The withdrawal period is fourteen days from the day on which the contract is concluded.

In order to exercise your withdrawal rights, you will have to inform us

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by means of an unambiguous declaration (e.g. a letter sent by post, telefax or email) of your decision to withdraw from this contract. You may use the enclosed revocation-form , but this is not mandatory.

In order to meet the deadline, it will be sufficient for you to dispatch the notification informing us that you are exercising your right of withdrawal prior to expiry of the deadline.

Consequences of the withdrawal

If you withdraw from the contract, we have to reimburse you for all payments which we have received from you, including delivery costs (with the exception of additional costs incurred because you chose a delivery method other than the cheapest standard delivery method offered by us), without undue delay

and no later than within fourteen days from the day on which we receive your notification informing us of your withdrawal from the contract. For this reimbursement, we shall use the payment method which you used in the original transaction, except if expressly agreed otherwise; we shall never charge fees for such reimbursement. The Seller can hold the repayment as long as hold back until the consumer has proved their dispatch. In case of sending the items we will remit the regular sending costs without the additional costs.

Exclusion of revocation:

The right to revocation does not apply for distant-selling agreements

- for the delivery of audio and video recordings or software inasmuch as the delivered data carriers have been unsealed by the consumer or
- for the delivery of newspapers, magazines and pictorials or
- for goods, which have been produced for the customer specially and individually and
- in other cases in accordance with section §312 d sub-section 4 BGB. End of the revocation instruction

Special information for the purchase of digital content (not supplied on a physical data carrier)

Your withdrawal rights regarding the contractual digital content shall end prematurely when we have started to perform the contract, provided that you have given your expressed consent for us to start performance of the contract prior to the end of the withdrawal period, and that you have confirmed knowledge of the fact that you will lose your withdrawal rights upon commencement of performance.

End of the revocation instruction

§ 8 Information about returns, complains and online dispute resolution

- We request you not to send us the goods by collect mail, as this is very expensive, but to contact us; we shall have the goods picked up by a parcel service at your premises at no cost for you.
- You can also return the goods in a stamped parcel. In case of justified complaints, we will provide a replacement and refund the laid out postal charges.
- If the package is damaged, we request you to complain immediately to the deliverer (parcel service) and to have it acknowledge it. Neglecting to make this complaint does not lead to legal disadvantages for the customer. It merely helps us in regulating the damage arising through the transport insurance.
- The European Commission provides a platform for online dispute resolution (OS). You can find the platform here <http://ec.europa.eu/consumers/odr/>

§ 9 Delivery and transport

- The probable delivery periods are dependent on the product; delivery shall take place as soon as possible within the framework of deliverability of the item by the manufacturer. In case of any delay in delivery, we shall inform you immediately.
- The shipping costs are individually calculated by the shopping basket per order. They are dependent on the country of destination and whether the customer wishes express delivery.
- If not all goods are on stock, EVO GmbH reserves the right to make partial deliveries if this is reasonable for the customer. All goods shall be sent for the customer to the address which he has stated and delivered to the house door.
- The country of the invoice and delivery address shall be identical for taxation reasons.
- In case of delivery to entrepreneurs, the risk shall be transferred to the customer on transfer of the goods to the carrier.

§ 10 Retention of title

- All goods delivered shall remain the property of EVO GmbH until fully paid. Any processing or conversion of the purchased item shall always take place for EVO GmbH. If the purchased item is processed together with other items, EVO GmbH shall acquire co-ownership of the new item in the ratio of the value of the purchased item to other items at the point of time of processing.

§ 11 Warranty

- The statutory warranty provisions shall apply for consumers.
- The warranty claims of the consumer are limited first of all to the right to subsequent improvement

and replacement delivery whereby the choice of the consumer can be rejected by EVO GmbH if it is only possible at disproportional cost.

- Defect warranty claims shall become time-barred within 2 years of delivery of the purchased item. If the customer is an entrepreneur, the period is 1 year.
- In the case of warranty claims on the part of the entrepreneur, first of all subsequent improvement or replacement delivery shall take place in accordance with the choice of EVO GmbH. The prerequisite for warranty claims of the entrepreneur is that he has met his examination and complaint responsibilities necessary in accordance with section §377 HGB.
- All incidental costs (e.g. transport, packaging costs) connected with subsequent improvement or replacement delivery shall be borne by the entrepreneur.
- If replacement delivery or subsequent improvement at the second attempt fails, the Customer is entitled to reduce payment or to withdraw from the agreement if the defect is not appreciable. Claims for damages are not affected. Operating errors, damage through incorrect use, connection or set-up or storage or intervention by third parties are not covered by warranty.
- EVO GmbH shall grant no warranty on the items in the range. The guarantee promises of the manufacturer constitute a separate legal relationship of the customer with the manufacturer. That means that claims from the guarantee promises of third parties, in particular the manufacturer, do not constitute any claim against EVO GmbH. All claims from guarantee promises shall be asserted directly against the guarantor, usually the manufacturer.

§ 12 Limitation of liability

- In spite of the greatest possible care in compiling the product range, EVO GmbH accepts no liability for the correctness of the manufacturers information, the product descriptions or price statements or any printing errors, technical modifications or the lasting deliverability of any goods. Technical modifications or modifications in form, colour and/or weight are reserved within the framework of what is reasonable.
- Liability for damage, which has been caused by simple negligence, is ruled out inasmuch as it does not concern significant breach of duty, damage from fatal injury, bodily injury or damage to the health or warranty or claims are based on the product liability law. The same applies for the breach of duty of EVO GmbHs vicarious agents.
- In the case of the breach of significant contractual duties, liability is limited in cases of simple negligence to the damage which is typically connected with the agreement and is foreseeable. Claims for damages from delay or verified claims to reimbursement of expenses in accordance with section §284 BGB are limited to 10% of the purchase price inasmuch as there is no intent or gross negligence.

§ 13 Data protection/credit assessment

- The data protection practice shall adhere to the Federal Data Protection Act (BDSG) and the Telemedical Act (TMG).
- The data necessary for processing the business deal and the order are stored and passed on within the framework of processing the order if necessary to affiliated companies.
- With the order, the Customer declares that he is in agreement with his data being stored. He is entitled at any time to inspect his data and, if relevant, to modify information or to have it deleted. For this, a message sent by email, letter or fax to EVO GmbH shall suffice.
- If the Customer should lose his order documents, he can request a copy of his order by email, fax or telephone at any time.
- EVO GmbH reserves the right in individual cases to check the credit or identity of a customer.

§ 14 Applicable law

- This agreement is exclusively subject to the law of the Federal Republic of Germany. Conclusion of the agreement shall take place in the German language.
- If individual provisions of the agreement with the Customer including these General Terms and Conditions should be or become fully or partly ineffective, the validity of the remaining provisions is not affected.
- The place of jurisdiction Stuttgart is determined for agreements with business persons.