

Conditions of Use



KOST-EX
Gerhard Kost
Marsanerstrasse 10
D - 74336 Brackenheim
kost@microfaser.com

1. Prices

Please note that the prices in our shop do not include VAT. The VAT for your country will be calculated during the order process.

2. Cancellation policy

Right of revocation

You may revoke your declaration of contract within two weeks, without stating reasons, in writing (e.g. letter, fax, e-mail) or – if the goods are delivered before deadline – by returning the goods. The revocation period begins upon receipt of this revocation instruction in text form, however not before recipient receives the delivered goods (in case of recurring deliveries of the same type of goods not before receiving the first partial delivery) nor before fulfilment of our duties to inform according to Art. 246, section 2 in junction with section 1, para. 1 and 2 Introductory Law to the German Civil Code (EGBGB) as well as our duties according to section 312e, para. 1 sentence 1 German Civil Code (BGB) in junction with Art. 246, section 3 Introductory Law to the German Civil Code (EGBGB). In order to meet the revocation deadline it is sufficient to dispatch the revocation or goods in time. The revocation is to be addressed to:

KOST-EX Gerhard Kost
Managing Director: Gerhard Kost
Marsanerstraße 10

74336 Brackenheim

GERMANY
kost@microfaser.com
Fax: 0043 5354 88399 6

Consequences of revocation

In case of a valid revocation, all mutually received performances as well as emoluments taken (e.g. interest), if applicable, are to be returned by either side. If you are unable or partially unable to return the goods received to us or you can only return them in a deteriorated condition, then their value shall be reimbursed where appropriate. In the case of goods returned this does not apply if the deterioration of the goods is brought about solely by a trial thereof - such as would have been possible for you e.g. in a retail shop. For the rest, you may avoid any duty to provide compensation for any deterioration of the goods caused by the intended use, by not using the goods as your own property and refraining from all actions that may affect its value. Goods capable of being sent by parcel post shall be returned to us at our risk. You shall cover the return postage costs yourself if

the received goods correspond to what you have ordered and the price of the goods does not exceed 40 Euro or if, in the event of a higher price, you have not yet paid for the goods in full or part as agreed upon by contract at the time of the revocation. In all other cases return delivery is free of charge for you. Goods that are not able to be shipped will be picked up. Obligations to refund payments must be met within 30 days. The period begins with the transmission of your statement or revocation of the goods for us with their reception.

End of revocation instruction

3. Information concerning consignments and returns

We would be happy if you used the following address for consignments and returns, as it is the cheapest solution:

KOST-EX Gerhard Kost c/o Logoix Wasserburgerstr. 50 a 83395 Freilassing GERMANY

This is an information that doesn't affect your right of revocation

4. Repairs

Repairs are only possible on an advance payment basis or if you pay cash. Cash on delivery is not possible. If you wish to receive an estimate beforehand, we charge € 18,- for vacuum cleaners and steam cleaners and € 38,- for cleaning machines regardless of whether you place a repair order or not. At the moment be charge € 45,- for 1 hour of repair time.

5. Warranty conditions

We can not offer warranty on parts subject to wear like vacuum cleaner hoses or hoses of steam cleaners as their state depends on how they are used.

6. Liability of defects

If there is a deficiency in the object of purchase, the legal regulations apply. Agreements which deviate from this:

For business customers:

- Minor defects do not entitle the buyer do not constitute the right to warranty claims against us.
- The seller is entitled to choose the type of subsequent fulfilment.
- The limitation period for defect claims is 1 year from the transfer of risk for new goods.
- Rights and claims due to defects are fundamentally excluded for used goods.
- The period of limitation will not start again if we fulfill our damage reduction obligations by product replacement.

For consumers:

The limitation period for defect claims is 2 years from delivery.

For business costumers and consumers:

These limitations of liability are not valid if they affect the legal regualtions concerning damage and claims for reimbursement of expenses.

For business customers:

The legal period of limitation for requirement for resort according to § 478 BGB remain unaffected. The same is true for business customers and consumers in cases of deliberate infringement of obligations and malicious silence with regard to a defect.

If the buyer is a merchant in the sense of the HGB (German Commercial Code):

The warranty rights of the customer are contingent on the customer complying with his inspection and notification duties as stipulated by § 377 HGB (German Commercial Code).

If no notice of defect is sent to the seller, then the commodity is to be considered as approved.

For consumers:

If the packaging is damaged on delivery please inform the delivery service and have the damage assessed on the spot and then inform us.

The return of the defective products has to be carried out according to legal rules and regulations.

7. Payment

At the moment we only deliver by cash in advance.

Customers from Germany free of charge to our account at Postbank München: Kontonr.: 552977804, Blz: 70010080. IBAN: DE64 7001 0080 0552 9778 04 BIC: PBNKDEFF

Customers from Austria transfer to our account at Raiffeisenbank St. Ulrich: Kontonr.: 21816, Blz: 36343. IBAN: AT223634300000021816 BIC: RZTIAT22343

Customers from other countries use our German account at Postbank München.

8. Reservation of proprietary rights

All of our deliveries occur under proprietary right.

All goods delivered by us change into the property of the buyer only after a complete payment.

9. Resellers:

We ask resellers and sales representatives to request our resale prices.

10. Place of jurisdiction

For deliveries to Austria and other countries, Kitzbühel (Austria) is the place of jurisdiction and Austrian law applies.

For deliveries to Germany, 83022 Rosenheim (Germany) is the place of jurisdiction and German law applies.

10. Shipping:

We ship with GLS General Logistics System to the following countries:

Zone 0: Free delivery to Germany, Austria, Hungary, Slovenia, Slovakia, Poland, Denmark, Belgium, Luxembourg, Netherlands, Czech Republic, France, Italy, Romania, Bulgaria.

Zone 1: Transport € 15,- to Finland, Sweden and Great Britain (for the British Islands shipping documents are required, + 10 € outside the EU)

Zone 2: Transport € 20,- to Estonia, Ireland, Latvia, Letonia, Norway, Portugal, Spain (for the Spanish Islands shipping documents are required, + 10 € outside the EU)

Zone 3: Switzerland: Transport € 28,50 for parcels 0-5kg, € 55,00 for parcels 5-30kg. The Post accepts parcels up to 31,5 kg. If you wish cash on delivery, we charge you an extra fee of € 5,00.

If the packaging is damaged on delivery please inform the delivery service and have the damage assessed on the spot and then inform us. If the packaging is not damaged, but the goods, then please inform us and the delivery service within 24 hours.

11. Packaging Ordinance

We join the scheme "Der Grüne Punkt"

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Finanzamt Heilbronn
St.Nr.: 65074/04622
UID-Nr.: DE 145 655 475

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