

# General Terms and Conditions

Smoke-Systems  
24885 Sieverstedt  
Germany

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## ***General Terms and Conditions***

***(The following general terms and conditions also include information pertaining to your rights as the consumer as laid out in the regulations concerning distance selling contracts and e-commerce.)***

### **1. Area of Application**

These general terms and conditions apply to all shipments made by Smoke-EL Shop (from hereon called "Shop") to the consumer (§ 13 BGB).

### **2. Contractual Partner**

The contract of purchase is made with: Smoke-Systems, Owner: Gunter Zielke, Suennerholm 5, 24885 Sieverstedt, trade register: municipal court Flensburg HRA - 6740 FL. You can reach customer service for questions or complaints on weekdays between 2-4pm at +49-4603-1575 or via email at [service@Smoke-EL.de](mailto:service@Smoke-EL.de)

### **3. Offer and Conclusion of Contract**

3.1 The representations of our products in our online shop are not legally binding offers but are meant as a prompt to order. Errors excepted.

3.2 By clicking the button "order now" in the last step of the ordering process you will bindingly order the product(s) in your cart. The contract of purchase will be completed once we accept your purchase with a confirmation e-mail which we will send to you immediately after receiving your order.

#### **4. Consumer's Right of Revocation**

You can cancel the contract of purchase within two weeks without naming any specific reason in writing (e.g. a letter, fax, e-mail), or, if you received the product(s) before the return deadline by simply sending it/them back. The deadline set for returning products begins as soon as you receive these instruction in writing, not, however, before the recipient receives the product (in case of recurrent shipments of similar products not before the delivery of the first partial shipment), and also not before our duty to inform as laid out in § 312c Abs. 2 BGB in connection with § 1 Abs. 1, 2 and 4 BGB-InfoV and our duties as described in § 312e Abs. 1 Satz 1 BGB in connection with § 3 BGB-InfoV. It is sufficient to resend the product(s) on the day of the deadline (postage stamp) to ensure you right of revocation. Please send all returns/cancellations to:

Smoke-Systems, Owner: Gunter Zielke, Suennerholm 5, 24885 Sieverstedt, Germany

Fax: 04603 – 773, E-Mail: [info@Smoke-Systems.com](mailto:info@Smoke-Systems.com)

##### Effects of a Revocation:

In case of an effective revocation, all products and services shall be returned, and, if applicable, any gains made on our side (e.g. interest) shall be returned. If you cannot fully return the received goods and services in their original form, you will have to compensate us for the lost value. This does not apply to products if its deterioration is solely due to its testing, as it would be possible to do in a brick-and-mortar shop. If the product is damaged while following the owner's manual, you will not have to compensate for lost value. You can return packaged items at our risk. You will have to carry the cost of the return if the delivered product(s) are as ordered, or if the cost of sending the item back is no higher than 40 Euro, or if the cost is higher but you have not at least partially paid your order and thus fulfilled your end of the contract at the point of revocation. Otherwise returns are free. Non-packaged items will be picked up. Any obligations of payment have to be fulfilled within 30 days. The deadline countdown starts once you send the items back or invoke your right of revocation in writing, or, for us, once we receive the package or the revocation.

End of disclaimer concerning the effects of revocation

##### 4a. Cost of returning items if you use your right of revocation

If you use your legally protected right of revocation (see above), you will have to carry the regular costs of resending any package, if the delivered goods are as ordered, or if the cost of sending the item bag is no higher than 40 Euro, or if the cost is higher but you have not at least partially paid your order and thus fulfilled your end of the contract at the point of revocation. Otherwise returns are free.

#### **5. Pricing and Shipping**

5.1 The prices on our product pages include taxes and any other price components.

5.2 Additionally to the declared pricing we calculate a shipping rate of 10.00 Euro per order. These costs will be declared clearly again on our product site, in the cart, and on the order page.

5.3 If you choose COD (cash on delivery), there will be an additional handling charge of 3.00 Euro which the delivery person will request at the point of delivery. There will be no other additional charges.

## **6. Shipping**

6.1 We only deliver within Germany using DHL.

6.2 Delivery can take up to 5 days. We will clearly indicate it on our product page if delivery is estimated to vary from the usual time frame.

6.3 For shipments within the European Union we will charge different rates which we will let you know once you ordered.

6.4 Worldwide shipment is only possible on personal request.

## **7. Payment**

7.1 You can pay either in advance, with credit card or by debit.

7.2 If you choose to pay in advance we will let you know our banking information with the confirmation e-mail you will receive after we received your order. We will ship your order after receiving the money.

7.3 The right to set-off is only valid if it has been proven in court, or is uncontested, or has been acknowledged by us in writing.

7.4 You can only make use of your right of retention, if the claim is a result of the same contract.

## **8. Reservation of Proprietary Rights**

Until complete payment is received, the product(s) remain as our property.

## **9. Warranty**

When using the smoke device (Smoke-EL) high temperatures will develop. Please read the safety instructions carefully. We are not liable for any damage that results directly or indirectly from using the smoke device.

Every smoke device will have passed several quality checks and we guarantee that the device is working. However, the warranty will terminate if any other components (pump, oil, battery) than those that we recommend are used. If a device should stop working please send it to the manufacturer for inspection and possible repair.

Please send it to:

Smoke-Systems

Suennerholm 5

24885 Sieverstedt

Germany

Warranty is 12 month starting with the day of purchase.

## **10. Disclaimer of Warranty**

Neither the correct installment, the conditions during the smoke device's (Smoke-EL) usage, nor the maintenance of the whole remote control can be controlled by us. The responsibility for payment of damages, no matter for which reason, will be limited to the invoice amount as specified by us and only as far as it is related to the product. Therefore, we will not be liable

for any loss, damages or costs that result from using the smoke device (Smoke-EL), or that may in any way be related to the use of the smoke device!

## **Further Information**

### How to Order

Once you found the product you want you can put it into the cart by clicking the “into cart” button. There is no obligation to buy this product at this point. To see the content of the cart you can click the “show cart content” button at any time, again without any obligation to buy. If you want to remove a product from your cart, simply hit the “waste basket” symbol. If you choose to buy a product, please click “check out.” At this point we will ask you to enter your information. You will have to enter the information marked with a \*. You can register if you want to, but you do not have to. Your data will be sent securely. After entering you data, please choose from our payment and shipping options. After entering all data, please review your information. By clicking “order now“ you will have ordered with us. You can always abort the ordering process by closing the browser window. Please refer to the individual pages for more information, e.g. how to correct your information.

### Contract - text

The text of the contract is saved on our internal systems.

You can always view the general terms and conditions on this page.

If you have established an account with us, you can always view your data under “Your account.”

You will receive your order information and the general terms and conditions by e-mail.

### Download

You can download the general terms and conditions as a PDF here: