

## 1. Contracting Party

Your contract is concluded with the company Ortlieb Sportartikel GmbH, Rainstr. 6, DE-91560 Heilsbronn, („**ORTLIEB**”). Managing Director: Hartmut Ortlieb, Wolfgang Paulus. Tax ID: DE 811 407899. Commercial register: District Court Ansbach, HRB 2576. Phone number: +49 (0)9872-800-0. Fax: +49 (0)9872-800-226. e-mail: in-fo@ortlieb.com. <http://www.ortlieb.com>.

## 2. Scope of Applicability

These General Terms and Conditions apply to all mutual claims arising from or in connection with a contract concluded for the supply of goods and the provision of services between consumers within the meaning of § 13 German Civil Code („**Customers**”), and Ortlieb.

## 3. Conclusion of Contract

3.1 Unless an offer is labelled as binding, all offers of Ortlieb are non-binding. The receipt of the order by Ortlieb will be confirmed by e-mail immediately after receiving the order and does not constitute a conclusion of the contract.

3.2 The acceptance of the order is usually made by sending an acceptance in a separate e-mail or by delivery of the goods at the time of receipt by the Customer.

## 4. Instruction to Withdraw from the Contract

### Right of Withdrawal

You have the right to withdraw from the contract within fourteen days without having to justify the withdrawal.

The withdrawal period is fourteen days from the day on which you or a nominated third party, who is not the carrier, acquires the material possession of each the goods ordered. In the case of the provision of services, such as repair services, the withdrawal period is fourteen days from the conclusion of the contract.

To exercise your right of withdrawal you have to inform us (Ortlieb Sportartikel GmbH, Rainstr. 6, DE-91560 Heilsbronn, Phone: +49 (0)9872-800-0, Fax: +49 (0)9872-800-226, e-mail: [info@ortlieb.com](mailto:info@ortlieb.com)) by a clear declaration (e.g. letter, electronic mail, fax) about your decision to withdraw the contract. For this purpose, you may also use the attached model withdrawal form which, however, is not required by law.

You can download the model withdrawal form on our website [www.ortlieb.com/agb](http://www.ortlieb.com/agb).

To observe the withdrawal period it is sufficient to send out the notification about you exercising your right of withdrawal before the withdrawal period ends.

## Consequences of withdrawal

If you withdraw from this contract, we have to refund immediately all payments we have received from you including the shipping costs (with the exception of additional costs occurred due to a different kind of shipping which has been chosen by you other than our standard least expensive shipping) latest within fourteen days from the date we have received your notice of withdrawal. We will use the same way of payment you used in the original transaction for the refund of your payment, unless we have specifically agreed differently; in any case we shall not charge any fees for the refund.

We shall bear the costs for the return shipment.

You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature, attributes and functioning of the goods.

We may retain return of the payment until we have received all goods or you have supplied evidence of having sent back the goods, whichever is the earliest.

You have to return the goods immediately, latest within fourteen days from the date you have given notice of your withdrawal from the contract to Ortlieb Sportartikel GmbH, Rainstr. 6, DE-91560 Heilsbronn. The deadline shall be observed if the goods have been sent before expiration of the fourteen days deadline.

In the event you have requested that the provision of services shall begin during the withdrawal period, you shall have to pay an appropriate consideration for portion of the services already provided at the time of your notice of exercise of withdrawal regarding this contract in relation to the total extent of services to be rendered according to the contract.

## 5. Retention of Title

Ortlieb retains the right of title to all goods delivered to a Customer until the purchase price of the delivered goods has been paid.

## 6. Approval of Repair Services

If no formal approval of repair services between the parties has been agreed upon, the repair service shall be deemed approved in the event no material defects of the repair services are notified by Customer within ten days from the completion of the repair services. In the event of returning repaired goods, the period of ten days begins with receipt of the repaired goods by Customer.

## 7. Warranty

The statutory warranty rights shall apply for all goods and services. Detailed information on any applicable statutory warranties and the exact conditions are given for each product on the website [www.ortlieb.com](http://www.ortlieb.com).

## 8. Liability

Ortlieb and its lawful representatives and auxiliary persons are liable to the Customer in case of defaults, delay, impossibility, tort and other legal reasons as follows:

8.1 Ortlieb is fully liable:

- for intentional or grossly negligent breach of contract and malice,
- for culpable injury to life, body or health,
- for quality and / or durability warranty granted by Ortlieb in relation to the goods supplied,
- in the scope of the German Product Liability Act.

8.2. In the event of a negligent breach of essential contractual obligations (cardinal obligations), the liability of Ortlieb is limited to the typical, foreseeable damage. Essential contractual obligations are obligations which are imposed on the seller to ensure that the purpose of the contract is achieved, the fulfilment of which is essential to the proper performance of the contract and the observance of which the Customer may rely upon usually.

8.3 These regulations (as provided in section 6 and 7) specify the full extent of liability of Ortlieb, and the lawful representatives and auxiliary persons of Ortlieb.

## 9. Jurisdiction

All contracts and other business relationships between Ortlieb and Customer are governed exclusively by the Laws of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded, but only to the extent that the consumer is not be deprived of protection afforded to him by the mandatory provisions of the country in which he has his habitual residence.

# MODEL WITHDRAWAL FORM



If you intend to revoke the contract, please fill in this form and send it back to us.

To  
**Ortlieb Sportartikel GmbH**  
**Rainstr. 6**  
**DE-91560 Heilsbronn,**

Tel.: +49 (0)9872-800-0,  
Fax.: +49 (0)9872-800-266.  
e-mail: customerservice@ortlieb.com

I / we (\*) herewith withdraw from the contract concluded by me / us (\*) for the purchase of the following goods (\*) / the following services (\*)

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Ordered on /  received on (\*)

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Name of the consumer(s):

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Address of the consumer(s):

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Signature of the consumer(s) (only if submitted on paper)

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Date:

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(\*) Delete if not appropriate