

Repair Order Form:

Pixelfehler-HH

Owner: Dirk Sturat
Winsener Landstraße 29
DE - 21217 Seevetal

Telephone: +49 (0) 4105-675592
Fax: +49 (0) 4105-675591
Email: info@pixelfehler-hh.de

Please fill in: **Article- a. Repair Costs under www.pixelfehler-hh.de**

Company:	
VAT-ID:	
Name/Surname:	
Street /Number:	
Postal Code/Zip:	
City:	
Country:	
Telephone:	
E-Mail:	
Car Manufacturer:	
Model:	
Chassis Number:	
Default description:	

Please attach these 2 forms to the package.

Defective Component: (Mark with cross) Prices under <u>www. Pixelfehler-hh.de</u>	Dashboard <input type="checkbox"/>	Price (incl. Tax)	_____ €
	Clima <input type="checkbox"/>	Price (incl. Tax)	_____ €
	Navigation <input type="checkbox"/>	Price (incl. Tax)	_____ €
	Other <input type="checkbox"/>	Price (incl. Tax)	_____ €
Extras: If you acquire this article with a pixel errors - speedometer repair , the installation is free of charge! (Mark with cross) Article-prices under <u>www. Pixelfehler-hh.de</u>	Speedometer-Rings <input type="checkbox"/> Article no. _____	Price (incl. Tax)	_____ €
	Other <input type="checkbox"/> Article no. _____	Price (incl. Tax)	_____ €
Shipping and Payment Method (Mark with cross)	Shipping Costs <input checked="" type="checkbox"/> <small>(see index)</small>	Price (incl. Tax)	_____ €
	C.O.D Cash on delivery Germany 8,00 € <input type="checkbox"/> Austria and Benelux each 18,00 € <input type="checkbox"/> <small>(additional to the shipping costs)</small>	Price (incl. Tax)	_____ €
	Prepayment via Bank transfer <input type="checkbox"/> or Paypal <input type="checkbox"/>	Our Email for Paypal: info@pixelfehler-hh.de	
Costs:	Please add:	<u>Total amount</u>	_____ €

Bank Details: Hamburger Sparkasse	Account Holder: Dirk Sturat	Account No.: 1206131995
Bank Code: 20050550	IBAN. DE37 2005 0550 1206 1319 95	BIC/Swift. HASPDEHHXXX

The mailing of the defect component to us is at your own expense.
In case the component is irreparable you agree to pay a flat fee of 20,00 EUR for the inspection, including VAT but excluding mailing expenses (see table). If you have paid in advance, the advance payment will be refunded less the 20,00 EUR and the mailing expenses!

The following Cancellation Policy is valid for all business carried out via our Internet Shop

Cancellation Policy for Customers

Cancellation Policy

Right of Cancellation

You have the right to cancel your declaration of contract without stating a reason within two weeks in written form (e.g. letter, fax, e-mail) or by returning the goods. The stated period of time starts at the earliest on receipt of this information or the goods. To comply with the stated period of time it is sufficient to dispatch the cancellation or the goods in time. The cancellation has to be sent to:

Pixelfehler-HH
Owner: Dirk Sturat
Winsener Landstraße 29
21217 Seevetal
Germany
Fax: +49 (0) 4105-675592
E-mail: info@pixelfehler-hh.de

Effects of Cancellation

In the event of an effective cancellation the mutually provided goods and services shall be returned and, if applicable, any benefits enjoyed (e.g. interest) surrendered. In case you cannot return the received goods and services in total or in part or only in deteriorated condition, you have to, if applicable, provide compensation insofar. This does not apply for the delivery of goods, if the deterioration of the goods is exclusively due to their inspection – as would have been possible for you in a retail shop for example. Incidentally you can avoid the obligation for compensation by not using the goods, as if they were your property, and by refraining from doing anything, that could impair their value. Goods that can be dispatched as parcels have to be returned at our risk and expense. You have to cover the cost of the return shipment, if the delivered goods are conform to what you ordered and if the value of the returned goods is under 40 Euro, or if you have not provided the consideration or an agreed instalment at the time of cancellation and the goods have a higher value. Otherwise you don't have to pay for the return shipment. Goods, that cannot be returned as parcels will be collected from your address. Obligations for refunding of payments must be fulfilled by you within 30 days after dispatch of your declaration of cancellation.

Special Note

Your right of cancellation expires ahead of time, if your contract partner begins with the execution of the service with your explicit consent before the end of the cancellation period or you have induced this yourself (e.g. by downloading etc.).

End of information.

The following Cancellation Policy is valid for all business carried out via the internet shop “Ebay”

Cancellation Policy for Customers

Cancellation Policy

Right of Cancellation

You have the right to cancel your declaration of contract without stating a reason within one month in written form (e.g. letter, fax, e-mail) or by returning the goods. The stated period of time starts at the earliest on receipt of this information or the goods. To comply with the stated period of time it is sufficient to dispatch the cancellation or the goods in time. The cancellation has to be sent to:

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Effects of Cancellation

In the event of an effective cancellation the mutually provided goods and services shall be returned and, if applicable, any benefits enjoyed (e.g. interest) surrendered. In case you cannot return the received goods and services in total or in part or only in deteriorated condition, you have to, if applicable, provide compensation insofar. Compensation cannot be claimed and will not be enforced, if the deterioration is due to the intended use of the goods. Goods that can be dispatched as parcels have to be returned at our risk and expense. You have to cover the cost of the return shipment, if the delivered goods are conform to what you ordered and if the value of the returned goods is under 40 Euro, or if you have not provided the consideration or an agreed instalment at the time of cancellation and the goods have a higher value. Otherwise you don't have to pay for the return shipment. Goods, that cannot be returned as parcels will be collected from your address. Obligations for refunding of payments must be fulfilled by you within 30 days after dispatch of your declaration of cancellation.

Special Note

Your right of cancellation expires ahead of time, if your contract partner begins with the execution of the service with your explicit consent before the end of the cancellation period or you have induced this yourself (e.g. by downloading etc.).

End of information

General Terms and Conditions and Privacy Policy

§ 1 Scope

The following General Terms and Conditions are translated from the German „Allgemeine Geschäftsbedingungen“ (hereinafter called AGB). The AGB apply in accordance with German law (§ 395 German Civil Code (BGB)) for all contracts concerning the delivery of goods or the performance of services which are concluded between an entrepreneur and a consumer. The AGB are effective in the German version, valid at the time of ordering.

§ 2 Conclusion of Contract

(1) § 10 and § 11 of the Terms and Conditions of eBay are valid for the conclusion of contract in the eBay internet auctions. For the conclusion of contract in eBay Express § 6 of the Terms and Conditions of eBay Express is valid. There is a link to the respective Terms and Conditions of eBay at the end of every eBay page.

(2) For the conclusion of contract by ordering services and goods from our internet shop the following regulations are valid:

a)

By sending an order the customer is making an offer in the sense of § 145 BGB. The customer receives an order confirmation via e-mail. We will advise him of any mistakes in the details of our range of products if necessary and will then send him a revised offer.

b)

The customer waives his right to receive a declaration of acceptance according to § 151 S.1 BGB. The contract with us is concluded, if we accept the offer of the customer in writing within 10 days or send the ordered goods or the customer pays in advance, if this type of payment is chosen.

(3)

The following regulations apply to the conclusion of contract for the repair of components:

a)

By sending the component together with the order form the customer is making an offer as in § 145 BGB. The contract with us is concluded when we send the repaired component back within 5 days for business customers or if the payment method „cash on delivery“ is chosen. For customers who are consumers and who have chosen „advance payment“ or „Paypal“ the contract is concluded when the customer sends us the component together with the order form and makes an advance payment of the repair costs including shipping costs within 10 days.

3 Delivery and Shipping Terms, Passing of Risk

The delivery is effected at the shipping costs stated in the offer. If the customer is a consumer we always carry the risk of transfer, no matter which type of dispatch. If the customer is an entrepreneur, all risk of transfer is passed on to the customer as soon as the goods are handed over to our logistic partner.

§ 4 Retention of Title

The delivered goods will remain our property until the complete price has been paid.

§ 5 Warranty

a)

We warrant that the goods have an agreed on condition at the time of delivery or are free of quality defects. This means that the goods are suitable for the use as agreed in the contract or for common use and have a condition which is normal for such goods and that the customer as for such goods and as advertised can expect from us or the manufacturer. Properties of the goods as per our information, the markings or advertisements are only then part of the agreed on condition for business customers, if this is specially stated in the offer and is confirmed by us in writing or in the order confirmation.

b)

If the purchase is a trading transaction according to § 343 HGB for both parties, then § 377 HGB applies.

c)

aa) § 478 BGB remains unaffected by the following regulations.

bb) The warranty period starts when the goods are delivered to the customer.

cc) For new goods the warranty period is 2 years.

dd) Independent of the regulations below concerning the shortening of the warranty period for used goods the limitation for damages by way of warranty is two years for damages to life, body, health, which result from negligent breach of duty on our part or from a wilful or negligent breach of duty of our legal representative or assistant.

Furthermore independent of the regulations below concerning the shortening of the warranty period for used goods the limitation for damages by way of warranty is two years for other damages, which result from negligent breach of duty on our part or from a wilful or negligent breach of duty of our legal representative or assistant.

Otherwise a warranty of one year is granted for used goods if the customer is a consumer. There is no warranty for used goods if the customer is an entrepreneur.

d)

In the case of a defect you have the choice of legal claim on supplementary performance (remedy of defects or subsequent delivery). If the legal requirements are met you also have the right to reduce the price or to cancel the contract and to claim for damages and for compensation of unavailing expenses.

Supplementary performance can be refused if it can only be carried out with unreasonably high costs. The cancellation is not possible if the defect is minor.

§6 Warranty for Repairs

The warranty for repairs is governed by the legal requirements of the German Civil Code BGB.

§ 7 Consumer Information on Distance Contracts for the Purchase of Goods

We do not underlie any special and not mentioned codes of behaviour.

The essential characteristics of the goods offered by us as well as the period of validity for temporary offers can be seen in the respective product specifications within our services on the internet.

The only language which is valid for the conclusion of contracts is German and English.

The wording of the contract for a purchase via eBay is saved as an eBay-website up to 90 days after the purchase and can be looked up by you in eBay by entering the respective article number.

With the printing function of your browser you can also print the contract. You can also save the contract to your computer by clicking on the right mouse button. The wording of the contract for orders via our internet shop is not accessible the customer. The contract is saved by us.

You automatically receive an e-mail after concluding a contract with further information for the processing of the contract.

Complaints and warranty claims can be submitted to the address under provider identification.

Information about payment, delivery or fulfilment can be taken from the offer.

Input data errors in eBay can be identified before the final submission of an offer by checking the offer on a special internet page of eBay and be corrected on the previous page if necessary by pressing the „back“ button of your browser. In our internet shop you are informed about identifying and correcting input data errors in the course of the order process.

§ 8 Privacy Policy

We, as the responsible body for regulations concerning the privacy policy, ensure that the collection, saving, changing, transfer, blocking, deletion and usage of your personal data in our company always stays conform to the current privacy terms and other legal regulations for the safety of your personal data.

a)

For the conclusion of contracts in eBay internet auctions the following privacy policy is effective:

In case of the conclusion of a contract the personal data you provided to eBay (name and address) will be sent to us by eBay. Accordingly only the personal data that eBay sends to us is collected by us. This collection is carried out exclusively to fulfil our business purposes in the course of the concluded contract.

The transmission of your personal data to a third party is only carried out when sent to service partners in the course of the contract process e.g. the assigned logistic partner und the bank assigned with the payment matters. In case your personal data is transmitted to a third party, the scope of the transmitted data is restricted to the required minimum.

By concluding the contract you agree to the collection, processing and use of your personal data according to the above mentioned details.

You have the right to receive information free of charge about the personal data which has been collected about you. We kindly request you to contact the address stated in the provider identification for according enquiries. If the personal data we have collected about you is incorrect we will naturally correct the data according to your information. Furthermore you have the right to revoke your consent to save your personal data anytime with effect for the future. In case of an according notification we will delete the personal data we have saved about you, unless the respective data is needed to fulfil the responsibilities of the concluded contract or legal regulations prevent the deletion. In this case the concerned personal data is blocked instead of deleted. For all enquiries regarding the privacy policy we kindly request you to contact the address stated in the provider identification.

b)

For the conclusion of contracts in our internet shop the following privacy policy applies:

During the course of the order process we collect personal data from you in our customer data form which you send to us together with the other order information. This means we only collect the personal data which you send to us.

This collection only takes place to fulfil our own business purposes for the conclusion of the contract.

The transmission of your personal data to a third party is only carried out when sent to service partners in the course of the contract process e.g. the assigned logistic partner und the bank assigned with the payment matters. In case your personal data is transmitted to a third party the scope of the transmitted data is restricted to the required minimum.

By entering your personal data and accepting this privacy policy you agree to the collection, processing and use of your personal data according to the above mentioned details.

You have the right to receive information free of charge about the personal data which has been saved about you. We kindly request you to contact the address stated in the provider identification for according enquiries. If the personal data we have saved about you is incorrect we will naturally correct the data according to your information. Furthermore you have the right to revoke your consent to save your personal data anytime with effect for the future. In case of an according notification we will delete the personal data we have saved about you, unless the respective data is needed to fulfil the responsibilities of the concluded contract or legal regulations prevent the deletion. In this case the concerned personal data is blocked instead of deleted. For all enquiries regarding the privacy policy we kindly request you to contact the address stated in the provider identification.

§ 9 Miscellaneous

The contract between the customer and us shall be governed by the laws in Germany. This also applies to the respective Terms and Conditions. If the customer is a consumer then this does not impair the consumer's legal rights valid in his country of residence in his favour. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

Any disputes arising out of or in connection with these Terms or the contract with the customer shall be settled in court proceedings of our place of residence if the customer is a tradesman in the sense of German Commercial Code "HGB" or a public corporation.

§ 10 Severability Clause

The invalidity or enforceability of any provisions of the contract shall not impair the validity or enforceability of any other provisions; provided however, that the contract shall be reformed to the maximum extent permitted by law to carry out the parties' original intention.