

General Terms and Conditions of Mäx & Mäleon GmbH

Valid from 10 April 2024

1. Scope

These general terms and conditions (hereinafter "GTC") apply to all contracts that you conclude with us,

Mäx & Mäleon GmbH

Kaiserstr. 32A

63065 Offenbach am Main

Telephone: 069 870043090

E-Mail: hello@maeleon.info

hereinafter "we" or "us"

on the basis of orders placed on our website / in our online shop, by telephone, e-mail or in person. This offer is directed at consumers and entrepreneurs.

A consumer within the meaning of § 13 BGB is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed in nature.

All agreements made between you and us in connection with the purchase contract arise in particular from these GTC and our order confirmation, which you will receive by e-mail.

The version of the GTC valid at the time of the conclusion of the contract shall apply.

1. Conclusion of Contract

1. The offers on our website, in our catalogues or in other displays of our products do not constitute a legally binding offer. Orders placed by the customer with Mäx & Mäleon GmbH merely constitute an offer to us to conclude a contract. The order confirmation does not constitute acceptance of the contract by Mäx & Mäleon GmbH.
2. Acceptance is made by us with a separate order confirmation.
3. The contract is concluded in German or English.
4. The subject matter of the contract is the goods ordered by the customer.

2. Right of Withdrawal

As a consumer, you generally have a statutory right of withdrawal when concluding a distance selling transaction, about which we inform you below in accordance with the statutory model.

Excluded from the right of withdrawal are individually configured products and custom-made items produced at the customer's request.

Right of Withdrawal

Consumers, but not entrepreneurs, have the right to withdraw from this contract within fourteen days without giving any reasons. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier,

has taken possession of the last goods. In order to exercise your right of withdrawal, you must inform us,

Mäx & Mäleon GmbH

Kaiserstr. 32A

63065 Offenbach am Main

Telephone: 069 870043090

E-Mail: hello@maeleon.info

by means of a clear declaration (e.g. a letter sent by post or e-mail) of your decision to withdraw from this contract.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

3. Prices, Payment Terms and Retention of Title

5. We deliver within Germany only. Deliveries to European countries abroad are possible by arrangement.
6. Our prices are stated in euros. Our prices are gross prices, i.e. they include the applicable VAT. All prices are in euros including VAT and plus packaging and shipping costs.
7. The prices valid on the day of ordering shall apply.
8. We additionally charge shipping costs.
9. Payments are due immediately and without deduction upon receipt of the invoice, unless a different agreement has been made or different payment terms are indicated on the invoice.

10. Unless expressly agreed otherwise, payment for our deliveries is only possible by bank transfer or advance payment.
11. The delivered goods remain the property of Mäx & Mäleon GmbH until full payment has been received.

4. Delivery

To Consumers:

12. Mäx & Mäleon GmbH delivers ex warehouse to the address specified by the customer in Germany.
13. We will deliver the goods to the customer by the delivery date stated in the order confirmation at the latest. However, this delivery date is only approximate and may therefore – exceptionally – be exceeded by up to five working days.
14. Should we – exceptionally – be unable to deliver by a delivery date, you as the customer are entitled to the statutory rights. In the event that you set us a grace period for delivery, this grace period must be at least four weeks.
15. The Mäx & Mäleon vehicles are delivered by us fully assembled.
16. Should a component of a product, such as brakes or saddles, be unavailable because we are not supplied by our supplier through no fault of our own despite contractual obligation, we are entitled to withdraw from the contract with the customer. In the event of withdrawal, we will immediately inform our customers that the ordered product is not available and that payments already made will be refunded immediately.
17. If goods are delivered with obvious transport damage, please report such defects to the delivery person as soon as possible and please contact us immediately. Failure to make a complaint or to make contact has no consequences for your statutory claims and their enforcement, in particular for your warranty rights. However, you will help us to be able to assert our own claims against the carrier or transport insurance company.

To Entrepreneurs:

18. Mäx & Mäleon GmbH delivers ex warehouse to the address specified by the customer in Germany.
19. The dates and deadlines stated by us are non-binding, unless expressly agreed otherwise in writing. We do not generally assume procurement risks.
20. However, it is possible that some components may be disassembled for the purpose of transport. These components must be assembled by the customer after receipt of the package with the help of the enclosed instructions. Of course, our customer service will be happy to assist you with this.
21. Unless a different agreement has been made, delivery ex warehouse “Ostfildern” is agreed. The risk passes to the buyer as soon as the consignment has been handed over to the person carrying out the transport or has left the seller’s warehouse for the purpose of dispatch.

5. Warranty

The statutory warranty provisions apply, with the exception of the following provision on liability.

The rights arising from any guarantee are neither excluded nor restricted by these GTC.

In the event of a warranty claim or if you have any questions, please contact our customer service at:

Mäx & Mäleon GmbH

Kaiserstr. 32A

63065 Offenbach am Main

Telephone: 069 870043090

E-Mail: hello@maeleon.info

6. Liability

We are liable (regardless of the legal basis) for damages or reimbursement of futile expenses (together “damages”) in accordance with the following provisions under letters (a), (b) and (c):

(a) We are liable without limitation in cases of intentional and gross negligent breach of duty. This also applies if we fraudulently conceal a defect or have given a guarantee for the quality of the goods, for damages arising from injury to life, body or health, and in the case of liability under the Product Liability Act.

(b) In cases of slight negligence, we are only liable for damages resulting from the breach of a material contractual obligation (an obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies or may rely); in this case, liability is limited to the foreseeable damage that is typically expected to arise.

Otherwise, claims for damages are excluded.

(c) Insofar as our liability is excluded or limited, this also applies to the personal liability of our legal representatives and vicarious agents.

7. Data Protection

Our privacy policy is available at the following link:

<https://maxandmaeleon.com/datenschutzerklaerung/>

8. Dispute Resolution

We endeavour to resolve any differences of opinion arising from our contract with the customer amicably. Beyond that, we are not obliged to participate in a conciliation procedure and unfortunately cannot offer our customers participation in such a procedure.

9. Final Provisions

The law of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods is excluded. This choice of law applies only insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.