General terms and conditions

for purchases on the website

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§ 1 Validity scope

(1) These general terms and conditions (hereinafter: GTC) apply to all contracts concluded via our website between PPI AG, Baumwall 7, 20459 Hamburg (hereinafter: PPI), and you as our customer. These GTC apply regardless of whether you are a consumer, a company or a merchant.

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

(3) Deviating conditions of the customer are not accepted. This also applies if the inclusion is not expressly objected to.

§ 2 Ordering and conclusion of contract for physical purchases

(1) The customer sends PPI an enquiry about the relevant product via the form on the website or by e-mail. Thereupon, the customer first receives an automatic e-mail regarding the receipt of the request. As soon as the request has been processed at PPI, the customer will receive an order confirmation also by e-mail.

(2) With the request via the website form or by e-mail, the customer bindingly declares that the customer wants to purchase the product subject to payment. It constitutes an offer in the legal sense.

(3) A contract is only concluded when PPI accepts the order by the final declaration of acceptance in the form of the confirmation e-mail or by the delivery of the ordered items. If the order is not accepted, PPI will notify the customer by e-mail as soon as possible.

(4) If the ordered product has not yet been released or is not in stock at short notice, PPI notes the order. A pre-booked order can be cancelled up until the time the product in question is available for delivery.

§ 3 Ordering and conclusion of contract for downloads subject to a charge

(1) The customer fills in the given form about the corresponding product. After conclusion of the contract in accordance with § 3 (3), the customer receives a download link by e-mail.

(2) With the request via the website form or by e-mail, the customer bindingly declares that the customer wants to purchase the product subject to payment. It constitutes an offer in the legal sense.

(3) A contract is only concluded when PPI accepts the order by the final declaration of acceptance in the form of the confirmation e-mail or by the delivery of the ordered items. If the order is not accepted, PPI will notify the customer by e-mail as soon as possible.

§ 4 Right of withdrawal

(1) If the customer is a consumer, the customer shall be entitled to a right of withdrawal in accordance with the statutory provisions.

(2) If the customer, as a consumer, makes use of the right of withdrawal, the customer shall bear the regular costs of the return shipment.

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(3) The right of withdrawal does not apply to distance contracts

(3.1) for the delivery of goods which have been manufactured according to customer specifications or which are clearly tailored to personal requirements or which are not suitable for return due to their nature or which can spoil quickly or whose expiry date would be exceeded,

(3.2) for the delivery of audio or video recordings or of software, provided that you have unsealed the delivered data carriers.

(4) When ordering downloads for which a fee is charged, the right of withdrawal shall expire prematurely if the contract has begun to be performed before the expiry of the withdrawal period, i.e. the download link has been made available and the customer has given consent to the loss of the customer's right of withdrawal in such a case.

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----------Legal instructions regarding revocation rights----------

Instructions regarding revocation rights

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have or has taken possession of the goods.

To exercise your right of revocation, you must inform us of your decision to withdraw from this contract by means of a clear declaration (for example by e-mail or letter). You can use the sample revocation form enclosed below for this purpose but this is not mandatory.

To comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Please send your revocation to:

PPI AG
Baumwall 7
20459 Hamburg
E-mail: marketing@ppi.de

Consequences of the revocation

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment we use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return or hand over the goods to us or to (insert here the name and address of the person authorised by you to receive the goods, if applicable // delete or fill in) without undue delay and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

----------End of the legal instructions regarding revocation rights----------

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----------Legal instructions regarding revocation rights----------

Sample revocation form
Addressed to
PPI AG
Baumwall 7
20459 Hamburg
E-mail: marketing@ppi.de

– I/We (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods / the provision of the following service (*):

– Ordered on / received on (*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only in the case of notification on paper)

– Date

(*) Delete as applicable

----------End of the legal instructions regarding revocation rights----------

§ 5 Prices and shipping costs

(1) All price quotations of the products offered on the website are net quotations in EUR plus the statutory value added tax and the applicable shipping costs.

(2) If the customer effectively revokes the contractual declaration, the customer may, under the statutory conditions, demand reimbursement of any costs already paid for shipment to the customer (costs of shipment).

§ 6 Terms of payment and offset and right of retention

(1) The purchase price and shipping costs must be paid within two weeks of receipt of our invoice at the latest.

(2) The purchase price and shipping costs are to be transferred to the account stated on the invoice.

(3) The customer is not entitled to offset against PPI's claims, unless the counterclaims are legally established or undisputed. The customer is also entitled to offset against PPI's claims if the customer asserts notices of defects or counterclaims from the same purchase contract.

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(4) As a buyer, the customer may only exercise a right of retention if the counterclaim arises from the same purchase contract.

§ 7 Retention of title

The delivered goods remain the property of PPI or the property of PPI's partners until the purchase price has been paid in full.

§ 8 Copyright

(1) All products offered by PPI are protected by copyright. The customer undertakes to recognise and comply with the copyrights.

(2) When purchasing a digital product, the customer does not acquire ownership. The customer receives the non-exclusive, unlimited in time, personal and non-transferable right to use the product for personal use.

(3) The customer is entitled to use the digital product for personal purposes. The customer may print it out or copy it onto another device used by the customer, but only for personal use. The transfer of the digital product, a copy or a printout to third parties, on the other hand, is not permitted, either in whole or in part. In particular, public reproduction, placing the digital product on the Internet or in a company network, lending, reselling and any other type of use for commercial purposes are also not permitted.

§ 9 Warranty

(1) PPI is liable for material defects or defects of title of delivered articles in accordance with the applicable statutory provisions. The limitation period for statutory claims for defects is two years and begins with the delivery of the goods.

(2) Any seller's warranties given by PPI for certain items or manufacturer's warranties granted by the manufacturers of certain items shall be in addition to any claims for defects in quality or title. Details of the scope of such warranties are set out in the terms and conditions of the warranty which may accompany the items.

§ 10 Liability

(1) The contracting parties shall be liable without limitation for damage caused intentionally and through gross negligence by their legal representatives, executive employees and other vicarious agents.

(2) The contracting parties exclude liability for slightly negligent breaches of duty, unless damages resulting from injury to life, body or health, or guarantees are affected or claims under the German Product Liability Act (ProdHaftG) are affected.

(3) Furthermore, the liability for the breach of cardinal obligations shall remain unaffected. Cardinal obligations are obligations essential to the contract, the fulfilment of which is a prerequisite for the proper performance of the contract, and on the fulfilment of which the other contracting party may regularly rely. The same applies to the breach of duty by vicarious agents. The liability shall be limited to the foreseeable damage typical for this type of contract.

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§ 11 Miscellaneous provisions

(1) These general terms and conditions constitute the entire agreement between the contracting parties and have precedence over all earlier or simultaneously concluded agreements concerning this matter.

(2) Should any provisions of the agreement be or become void, this shall not affect the validity of the remaining provisions of this agreement. The void provision shall be replaced by a substitute provision which comes as close as possible to the purpose intended by the void provision.

(3) This agreement is governed by the laws of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(4) The legal venue is Hamburg, Germany. The court language is German.

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