

General Terms and Conditions

Scope of application

For all Internet orders in the online shop under WWW.E-DRIVER.NET, the following E-DRIVER.NET-Online-Shop sales conditions apply. Conflicting or deviating terms of the buyer are not contract content, even if EDRIVER.NET carries out the delivery unconditionally.

Condition of the contract

The customer selects products from the range of the E-DRIVER.NET online shop and places them in his shopping cart with the "Add to Cart" button. Afterwards, he goes to the shopping basket via the link "Shopping Cart". Via the "To Checkout" button, the customer reaches the "Order data" page and enters the personal order data. After entering the correct order data, the customer goes to the page shipping method via the "Next" button.

He then proceeds to the Payment Method page using the "Next" button and selects his payment method. If the payment with PayPal or credit card is selected, the data is transferred to the provider PayPal (see data protection). Afterwards the customer comes to the page "Order" via the "Next" button

On which all entered data can be changed again by the links "Change".

By clicking on the button "order to pay / buy" by the customer, he makes a binding offer for the purchase of the goods collected in the shopping basket or vouchers for services. He then receives an order confirmation, which he can print out with the "Print overview" button. Upon receipt of the order, E-DRIVER.NET will send the customer an e-mail confirming receipt of the order and listing the details of the order. This acknowledgment of receipt does not represent acceptance of the offer, but only informs us that the order has been received by us.

The purchase contract is concluded only with the delivery of the goods or the voucher to the customer, but no later than 5 days after the order. If EDRIVER.NET is unable to deliver the ordered goods without a fault of its own, for example because suppliers do not meet their contractual obligations and / or do not meet them in time, the E-DRIVER.NET is not obliged to deliver. E-DRIVER.NET will inform the customer about the non-delivery and will refund any payments already made. Further claims of the customer are excluded.

Supplies may not be available in all countries of the world. You will receive an order confirmation to the e-mail address given with the order.

e-driver.net ist eine Plattform der E-Mobility Stores Gruppe

Korrespondenz/Rechtssitz: E-Mobility Stores AG, Gewerbestrasse 7, CH-6330 Cham
Lager Schweiz/EFTA: e-driver.net, E-Mobility Stores AG, Zürichstr. 19, CH-8185 Winkel
Lager EU/Deutschland: e-driver.net, E-Mobility Stores AG, Industriestr. 4, D-79801 Hohentengen

The contract text is not saved. After leaving the website it is no longer possible to display the order. These terms and conditions, the revocation instruction and the data protection declaration can be viewed at any time in the footer on our Internet pages.

Contractual partner

Contractual partner is:

e-driver.net
E-Mobility Stores AG
Gewerbstrasse 7
CH-6330 Cham
Schweiz

The company operates a delivery warehouse in the EU and is also registered in Germany for tax purposes, VAT and customs duties. This company is at the same time the operator of the website <http://www.e-driver.net>. You can contact the operator at any time via the contact form, which can be found in the footer under "Contact" or via the telephone number + 41 44 862 42 53.

Delivery and product availability

The goods are delivered as shown in the online shop, although we reserve the right to make minor deviations in the packaging. Delivery is made to the delivery address indicated by the customer.

The delivery times stated for the products for dispatch are to the best of our knowledge and belief. In exceptional cases, deviations or delays may occur. These do not entitle the customer to withdraw from the contract.

Please note that the products are partly disassembled or must be installed for the correct operation by a specialist. Construction and assembly are not included in the price.

Product details and dates

We reserve the right to make mistakes, alterations in the model, colour and structure, in the product description of the advertising media. Delivery and performance dates are subject to our incoming deliveries insofar as the delay or the non-delivery by our supplier is not the responsibility of us. Force majeure including strike, lockout, blockade, fire, traffic disruption, disturbance of the supply of energy and raw materials, exceptional circumstances and other severe measures, which are not our responsibility, extend the delivery periods adequately. If the delivery becomes impossible or unreasonable in whole or in part, EDRIVER.NET is entitled to

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withdraw from the contract. The mentioned circumstances do not trigger any claims for damages on the part of the buyer.

Payment terms

Prices per products are in the specified currency without delivery costs, PLUS VAT. For the delivery, the delivery costs indicated are calculated.

IMPORTANT NOTE: Because we sell into the whole world and each country / any trade community apply other VAT rates, unfortunately the pricing PLUS VAT is technically the only solution that allows our shop to run.

Offsets or withholding monies or claims of the customer are not permitted unless the counterclaim is undisputed or legally binding. We deliver generally only against prepayment by PayPal, by credit card or by bank transfer.

Liability

When handling the purchased products of EDRIVER.NET, the manufacturer's instructions and instructions as well as the information on the packaging must be observed. Defective equipment and machines must be immediately taken out of service. The liability of EDRIVER.NET is in any case limited to intent, gross negligence and breach of contractual obligations. Claims for injury to life, body and health as well as product liability claims remain unaffected.

Retention of title

E-DRIVER.NET reserves the right of ownership of the goods until receipt of all payments of the purchase, supply and work contracts with the customer. If the value of all secured rights exceeds the amount of all claims against the buyer by more than 20%, EDRIVER.NET will release a corresponding part of the secured rights at the purchaser's request.

Jurisdiction and applicable law

The court is Cham / Zug (Switzerland). Swiss law shall apply to the exclusion of the UN purchase law.

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Sales guarantee – Guarantees

Our products are subject to a strict quality control. If an item purchased from us still does not function properly, we are very sorry about this and ask you to contact our customer service as listed below. Please contact us by phone or e-mail.

In addition to the statutory warranty, we give you a guarantee on all items purchased from us according to the following provisions. Your statutory rights are not thereby restricted.

1. The warranty period is 2 years from date of purchase. The guarantee is valid in the European Union and the EFTA countries (including Switzerland and Norway) and is provided as a delivery-in guarantee.
2. During the warranty period, devices which are defective due to material and manufacturing defects will be repaired or replaced at our discretion. Any exchanges devices or parts of the devices are our property. The warranty service does not extend the guarantee period, nor impose a new guarantee.
3. Warranty claims must be enforced immediately upon discovery of the defect within the warranty period.
4. The following steps are required to validate the warranty:
 - a. Please contact the customer service by e-mail, fax or telephone. This opens a guarantee claim number, identifies the claim number and records your error description.
 - b. Please send (postage paid) the defective device with your original purchase receipt, the warranty claim number and, if necessary, further information and a fault description, to the specific service address specified by our customer service (we maintain service centres in the EU and Switzerland).
Warranty submissions of products are at the risk of the customer.
 - c. Do not send your device to any of our warehouses or to our legal department without prior contact, as the service centres are located externally. The package would be returned at your expense and we cannot make a postage refund.
 - d. If the defect is within the scope of our warranty, you will be receive a repaired or new device.
5. Warranty claims are excluded in case of damage caused by:
 - Abusive or improper treatment
 - Environmental influences (moisture, heat, overvoltage, dust, etc.)
 - Failure to observe the safety precautions for the appliance

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- Disregard the operating instructions
- Use of force (e.g. impact, blows, fall)
- Interventions not carried out by the service providers not authorized by us
- Any unauthorized attempts of repair
- Dispatch in non-conforming packaging.

The guarantee expires immediately by opening housings, plugs or similar.

Except this action is described in the operating instructions.

6. Defects or damage to the device not covered (or no longer covered) from the scope of the warranty can be repaired with payment. For an individual offer, please contact our customer service. The shipping costs are at your expense.

7. Always select the correct service centre for the consignment. Please note that if you are sending goods to the wrong address, we will have to charge you additional costs (redirection, customs, check-in etc.). Please contact our customer service if uncertain before sending it.

Repairs

In the case of repairs outside the warranty, the repairs will be carried out without a cost estimate as long as they do not exceed EUR 200 or the purchase price of the device (if the latter is lower). If the repair is more than EUR 200, you will receive a cost estimate. If you refuse the repair on the basis of the cost estimate, a processing fee of EUR 75 can be charged to you.

In the case of products which do not have a detectable defect or if the defect does not fall under the manufacturer's warranty, e-driver.net can charge the costs for testing, returning or its disposal to the customer.