



**Wilbers**  
Performance Suspension

**Wilbers Products GmbH**

Frieslandstr. 10 · 48527 Nordhorn

**Vertrieb** · info@wilbers.de

Telefon: +49 (0)5921 72717-0

Telefax: +49 (0)5921 74099

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www.wilbers.de · www.wilbers-shop.de



**For internal use – to be completed by Wilbers**

Customer No. \_\_\_\_\_

Administrator: \_\_\_\_\_

Finished on: \_\_\_\_\_

**New Customer Registration**

Please use block capitals.

**Copy of business registration**

**Copy of trade register excerpt**

(Required for registered sole trader, partnership or cooperation)

Company \_\_\_\_\_

Owner / Managing  
Director (Full Name) \_\_\_\_\_

Street \_\_\_\_\_

Number: \_\_\_\_\_

PO Box No. \_\_\_\_\_

Post Codes / City \_\_\_\_\_

Telephone \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Newsletter

Yes\*

No

\* With the tick, I confirm that I want to be contacted in the future via e-mail or via post.

Website Address \_\_\_\_\_

VAT No. \_\_\_\_\_

Tax No. \_\_\_\_\_

Payment

Payment in advance

PayPal

Credit card

Business Activity \_\_\_\_\_

Authorized Dealer

no

Yes,  
brand? \_\_\_\_\_

We agree that the "General Terms of Business" (current version) and data privacy statement (see www.wilbers.de) of Wilbers Products GmbH represent the basic of our business relationship. We also grant Wilbers permission, insofar as is necessary to protect its legitimate interests, to obtain information about our company from a credit agency or bank.

**X**

.....  
Date, City/ Stamp an signature of the owner

● Volksbank Niedergrafschaft  
BLZ 280 699 26  
Kto.-Nr.: 2490 460 000

● Rechtsform: GmbH  
Amtsgericht Osnabrück HRB Nr. 130484  
Geschäftsführer: Bernardus Wilbers,  
André Peters

● IBAN-Nr.: DE43 2806 9926  
2490 4600 00  
BIC: GENODEF1HO0

● Steuer-Nr.:  
235505520321414  
USt-Id-Nr.: DE117042508

Dieses Unternehmen ist zertifiziert nach DIN EN ISO 9001:2015



Es gelten unsere Allgemeinen Geschäftsbedingungen. Eigentumsvorbehalt bis zur vollständigen Erfüllung der Zahlungsverpflichtungen.

# General Terms of Business

## 1. General

(1) All deliveries, activities, offers and contracts of the seller are exclusively bound to these terms and conditions. Those become binding after conclusion of contract and are valid even if no explicit references during further business relations are made.

(2) Terms and conditions of the buyer or of any third party do not apply even if the seller does not object their validity in every separate individual case. Even if the seller refers to or points to a document that includes the terms and conditions of the buyer or of a third party, this does not count as approval of the condition's validity.

(3) Supplements to this agreement, changes or additions of this contract are only valid when they are confirmed in writing.

(4) Utilization of one's own internet presence (domain) that contains the company name "Wilbers" without our explicit written notification, is forbidden. In case of violation the immediate cancellation of the contract follows.

## 2. Offer and conclusion of contract

(1) The presentation of the product array of Wilbers Products in catalogues and on the website [www.wilbers.de](http://www.wilbers.de) is no offer according to §§ 145 et seqq. BGB. All local offers are if not explicitly marked as binding, always without obligation, meaning that they are only an invitation for submission of an offer. The customer, by ordering by email, fax, phone or in writing over the online shop at [www.wilbers.de](http://www.wilbers.de) delivers an obligatory purchase order. We are not obliged to accept the customers purchase order.

(2) A conclusion of contract only comes about after explicit order acceptance by us either by written confirmation or by confirmation by email.

(3) Small variations or technical changes to pictures or descriptions are possible and do not influence the conclusion of contract relations.

(4) Apparent errors, writing-, printing- and calculation-mistakes for us are not binding.

(5) In case that our co-workers make supplements to this agreement that exceed the written contract, those only become part of the contract if confirmed by us in writing.

## 3. Notice of revocation

(1) Right of revocation

You can recede from the contract within fourteen days without giving any reasons.

The fourteen days deadline starts on the day when you or a third party named by you, who is not the carrier, takes possession of the last part of the ordered goods.

To claim your right of revocation you have to inform us,

Wilbers Products GmbH, Frieslandstraße 10, 48527 Nordhorn

Phone: +49(0)5921 72717-0

Fax: +49(0)5921 74099

Email: [info@wilbers.de](mailto:info@wilbers.de)

Managing director: Mr. Bernardus Wilbers, Mr. André Peters

by sending a definite statement (for example a letter sent by post, fax or email) about your decision to revoke this contract. You can use the enclosed sample-revocation-form but this is not obligatory.

To keep your right of revocation it is enough to send us a notice about your decision to execute your right of revocation before the end of the deadline.

#### (2) Consequences of revocation

In case that you revoke this contract we are obliged to refund you all payments that we received from you, including shipping costs (exceptions are additional costs that apply when you use a different shipping method than the well priced standard one offered by us), immediately but the latest within fourteen days after the day we receive your notice of revocation of this contract. For refunds we use the same payment method that was used for the original transaction unless we have explicitly agreed on otherwise. In no case there will be any extra costs/fees for you because of the refund. We can refuse the refund until we retrieve the goods or until you give us proof that you are sending the goods back depending on what happens first.

In any case you have to send the goods back within fourteen days after you informed us about your revocation of contract to

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Managing director: Mr. Bernardus Wilbers, Mr. André Peters

The deadline is kept if you send the goods back before the deadline becomes invalid after fourteen days.

The direct costs for sending the goods back are on your account.

You only have to answer for any respective loss in value if the loss is attributed to you testing the material, characteristics and/or function of the goods in improper ways.

End of revocation instruction

#### (3) Exclusion of revocation

The right of revocation is not valid, at least until otherwise expressly agreed on, for shipments of goods that are built after customer specification or are clearly manufactured referring to the customer's personal needs (§ 312 b BGB).

### **4. Right of return**

Resellers are principally excluded from the right of return. We grant end customers the right to return non-custom products after the legal return period of 14 days has expired for additional 14 days. In this case, we remain ourselves the right to charge a handling fee of 10%.

### **5. Prices and payment**

(1) Our prices are in Euro including the legitimate VAT.

(2) Unless otherwise expressly agreed on, our prices are pickup prices quoted ex-works

(3) If the customer requires shipment the customer has to bear the applying shipping costs. Further details arise from regulation number 6.

(4) Partial deliveries to a reasonable extend are acceptable. We are not obligated however to perform partial shipments.

(5) Acceptance of cheques is only on account of performance.

## **6. Delivery- and performance-regulations**

(1) The performances of the seller to the buyer are determined in the order placement.

(2) Unless otherwise agreed on the goods are picked up by the buyer at the factory.

(3) All information given about delivery time is without obligations unless as an exception a fixed delivery date was promised.

(4) Partial deliveries to a reasonable extend are acceptable. We are not obligated however to perform partial shipments

(5) Delivery time will be prolonged -even during a delay- appropriate to force majeure and all unforeseeable events that take place after conclusion of contract and are out of our responsibility (especially process upset, strike, lock-out or traffic route disturbances) if those events demonstrably play an important role on the scheduled operation respectively delivery. This is also true for if the disturbances happen to our sub-suppliers, suppliers or sub-contractors. We will announce the beginning and end of such disturbances to the buyer as soon as possible. The buyer can demand an explanation if we want to retreat from the contract, or if we want to delivery within an acceptable time period. If we do not immediately explain ourselves, the buyer can retreat from the contract.

(6) We only are liable for deliveries on time if the delay is due to an actual fault or if one of our vicarious agent is responsible.

## **7. Deliveries and risk bearing**

(1) The deliveries of goods are ex-works. With the delivery of the products to the forwarding agent ordered by the buyer, the risk for the delivery passes on to the buyer. This is not valid when the transportation is done by our own vehicles and if the buyer is a consumer in the sense of § 13 BGB.

(2) We only send our goods if in the particularly case the shipment was agreed on in writing.

(3) The shipping method is cash on delivery.

(4)The total shipping costs consist of postage and additional product costs and are on the buyers account.

(5) Goods that are not on stock can be sent in partial deliveries.

(6) The shipment is on account of the customer and, in case that he is no consumer as defined in § 13 BGB, on his risk as well.

(7) If the delivery is prolonged on desire of the buyer or on fault of the buyer the goods are stored on the buyers' costs. In this case the readiness for shipment equates with the actual shipment. With storage the goods invoice is to become due at once.

## **8. Setoffs, withholding**

The buyer only then has the right of setoff if his counterclaim is legally effective or unquestionably accepted. Additionally he is only entitled to exercise his right of withholding if his counterclaim is based on the same contractual relationship.

## **9. Reservation of ownership**

(1) The goods delivered remain the property of the seller until all debts are completely paid.

(2) In case of goods, which the buyer receives from us in context of a continuous business relationship, we reserve the ownership until all our requests from the business connection, including all possible accruing debts – also from simultaneously or later closed contracts- are settled. This is also then valid if individual or all claims were included in a current invoice and the balance is struck and recognized. If liability of the supplier arising out of a bill of exchange is legally founded regarding payment of the purchase price, the reservation of ownership will not expire before payment of the bill of exchange by the buyer as the drawee. The goods, as well as other goods included in the reservation of ownership that take their place, are referred to as reserved goods.

(3) The buyer will store the reserved goods for us at no costs.

(4) The buyer is entitled to process and sell the reserved goods in normal business dealings until the enforcement event takes effect (paragraph 9).

(5) If the reserved goods are somehow processed by the buyer, it is agreed that the processing is done in the name and on behalf of the buyer as manufacturer and the seller immediately gains ownership of the newly created product or, in case that the value of the processed goods is higher than the value of the reserved goods, gains co-ownership of the created product in relation of the value of the reserved goods to the created product. In the event that no such acquisition of ownership for the supplier occurs, the buyer here and now transfers its future ownership or - in the ratio mentioned above- his co-ownership of the created product as security to the seller. If the reserved goods are connected to other objects or things, thus creating a homogeneous unit, or are inseparably mixed and if one of the others objects is considered the main object, the seller transfers his co-ownership of the actual goods at the ratio mentioned in the first sentence.

(6) In the event that the reserved goods are resold the buyer already now transfers the resulting claim against the acquirer or, in case of co-ownership, on a prorated basis according to the co-ownership portion. The same is true for other claims that take the place of the reserved goods or otherwise arise referring to the reserved goods, for example insurance claims or claims from unauthorized handling in case of loss or damage. The seller revocably authorizes the buyer to collect the claims assigned to the seller in his own name and for his invoice. The seller can only revoke this authorization in the event of enforcement of the reservation of ownership..

(7) If third parties take hold of the reserved good, in particular by garnishment, the buyer has to immediately advise of the property of the seller and inform the seller so as to enable the seller to enforce his rights of ownership. In case that the third party is unable to reimbursing the seller the court and out-of-court costs that incur in this connection, the buyer accepts liability for those costs.

(8) On demand of the buyer the seller is obliged to release the guarantees entitled to him according to his choice, insofar as their liquidable value exceeds the receivables to be secured by more than ten (10) per cent.

(9) In the event that seller rescinds the agreement based upon buyers' breach of contract –especially in case of buyers' payment default - (enforcement of reservation of ownership), the seller is entitled to demand the reserved goods back.

## **10. Defects, warranty and liability**

(1) We are not liable for damages arising from inappropriate or improper use, incorrect installation or operation that is not done by us, changes or repairs, faulty or negligent handling, wanton destruction or natural wear and tear.

(2) The entitlement to claim compensation expires, if the buyer is not a consumer, after 12 months. This provision does not apply where longer periods are prescribed by law according to § 479 BGB. In the event that the buyer is a consumer according to § 13 BGB and therewith is a natural person concluding the legal contract on purposes that can be attributed neither to his commercial business nor his self-employed occupation, the statutory provisions apply that the liability for damages and defects for the sale of used goods is limited to 12 months. This does not apply if our liability is mandatory due to other compulsory legal provisions.

(3) Section 12 applies to warranty claims.

## **11. Independent warranty**

(1) Apart of legal warranty obligations we grant an independent warranty for the following products:

- 29 years for Wilbers- and Promoto- fork springs
- 5 years for Wilbers shock absorbers, Eco-Line, WESA shock absorbers and Wilbers LDC Nivomat shock absorbers on faultlessness, usability, manufacture and durability of the utilized materials.

(2) During this time we will settle all justifiable warranty cases on our discretion free of charge, either by repair or exchange.

(3) The warranty period starts with date of purchase and is valid for the whole EU

(4) The independent warranty is valid next to the statutory rights and it does not influence those rights.

(5) Excluded from the guarantee are damages that are the result of incorrect handling, normal wear and tear, mechanical or chemical influences, due to force

major as well as for intervention or repairs by yourself or third parties.

(6) Furthermore excluded are spare parts that are not part of the basic hardware of the product.

(7) In case of a warranty claim send it along with proof of purchase to the address below:

Wilbers Products GmbH  
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48527 Nordhorn  
Phone: +49(0)5921 72717-0  
Fax: +49(0)5921 74099  
EMail: [info@wilbers.de](mailto:info@wilbers.de)

## **12. General limit of liability and claims of compensation**

(1) Damage- and expenditure-claims for compensation of the buyer (subsequently called claims for compensation), for whatever legal argument, especially due to breach of duties from a contractual relationship and for unlawful acts are excluded. This does not apply if a warranty has been granted or in case of procurement risk. This also does not apply, where a mandatory liability is present due to statutory provisions, especially under the Product Liability Act, in cases of gross misconduct, of deliberate acts, on account of personal injury to life, body or health, or due to breaches of a substantial contractual obligations. The claim for damages due to the infringement of material contractual duties, however, shall be restricted to the foreseeable damage related to the type of contract unless it has not been caused by gross negligence, deliberately, or if there is an assumption of

liability due to injury of life, body or health. This is not connected with a change of burden of proof to the detriment of the customer.

(2) This rule applies for the buyer accordingly.

### **13. Data protection**

The buyer is informed herewith that all personal data obtained in regard to the business relationship will be processed according to the German Data Protection Act.

### **14. Place of performance, court of jurisdiction, applicable law**

(1) Place of performance and sole court of jurisdiction for all deliveries and payments (including cheques and bills of exchange) as well as for all disputes is, as long as the buyer is a businessman, a legal entity under public law or public property, or if the buyer has his residence or commercial headquarters outside Germany, Nordhorn. We are, however, entitled to file suit before the buyers' competent court of justice.

(2) The contract relation is exclusively regulated after law valid for the Federal Republic of Germany excluding United Nations Convention on Contracts for the International Sale of Goods.

### **15. Other**

The unauthorized use of our TÜV- (German Technical Inspection Agency) or ABE- (Type and Operation Approval) certificates is forbidden.

### **16. Severability clause / Salvatoric clause**

Should individual clauses or provisions of this contract with the buyer, including these General Terms of Business, be or prove to be partially or wholly impracticable, the validity of the other regulations remains untouched. The partly or wholly invalid or unenforceable clause shall be replaced by a clause as close as possible to its original commercial and intended purpose.

Version of February 2018