Gossner Systems

General Terms and Conditions (GTC) for Consumers

Cancellation policy and sample cancellation form

Overview

§1 Scope of application and provider

(1) These General Terms and Conditions (GTC) apply to all orders that you, as a consumer (§ 13 BGB), place with the company

Gossner Systems, owner Marcus Gossner
Buchloer Strasse 6
87600 Kaufbeuren

(hereinafter referred to as "we" or "us").

(2) A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity.

§2 Conclusion of contract

(1) The presentation of products in our online shop, in app stores, or in other sales documents does not constitute a legally binding offer, but rather an invitation to place an order.

(2) By clicking on the "Buy now" button (or a similar unambiguous formulation), you are placing a binding order for the goods or digital content contained in the shopping cart. The confirmation of receipt of your order by email after submitting the order does not constitute acceptance of the contract.

(3) We can accept your order by sending a separate order confirmation by email or by delivering the goods or providing the digital content (e.g., via download link) within 2-3 business days.

§3 Prices and terms of payment

(1) The prices quoted are final prices in euros (€) and include statutory sales tax. Any additional shipping costs will be shown separately before the order is completed.

(2) Payment can be made in advance, via PayPal, or by invoice. We reserve the right to exclude individual payment methods.

(3) If you choose to pay in advance, we will provide you with our bank details in the order confirmation and deliver the goods after receipt of payment.

§4 Delivery and retention of title

(1) Goods will be delivered to the delivery address you have provided. Delivery times are estimates.

(2) The goods remain our property until full payment has been received.

(3) Digital content (software, apps) is usually made available to you by email via a download link.

§5 Right of withdrawal for consumers

Consumers have a statutory right of withdrawal. Information on this can be found in our separate withdrawal policy (see below).

§6 Warranty

(1) The statutory warranty rights apply. The warranty period for new goods is two years from delivery of the goods.

(2) For digital products and goods with digital elements (e.g., smart home devices), we guarantee that they are free of defects upon delivery and that we will provide the necessary updates for the period required by law in order to maintain the contractual conformity of the product.

§7 Liability

(1) We are liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, limb, or health.

(2) In the event of a slightly negligent breach of essential contractual obligations (cardinal obligations), our liability is limited to the foreseeable damage typical for this type of contract. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance you can regularly rely.

(3) Otherwise, liability for slight negligence is excluded. The provisions of the Product Liability Act remain unaffected.

§8 Special provisions for software and digital content

(1) With your purchase, you acquire a simple, non-transferable right to use the software or digital content for personal use.

(2) Reproduction, making available to the public, or other transfer to third parties is not permitted. You may not circumvent copy protection measures.

§9 Dispute resolution

(1) The European Commission provides a platform for online dispute resolution (ODR), which you can find here: https://ec.europa.eu/consumers/odr/

(2) We are not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

§10 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) Should individual provisions of these General Terms and Conditions be invalid, the validity of the remaining provisions shall remain unaffected.

Kaufbeuren, November 2025

Cancellation policy

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day

in the case of a purchase contract for goods: on which you or a third party designated by you, who is not the carrier, took possession of the goods.

in the case of a contract for several goods that you have ordered as part of a single order and that are delivered separately: on the day on which you or a third party designated by you, who is not the carrier, took possession of the last goods.

in the case of a contract for the delivery of digital content that is not delivered on a physical data carrier (e.g. software downloads, apps): from the day the contract is concluded.

To exercise your right of withdrawal, you must inform us (Gossner Systems, owner Marcus Gossner, Buchloer Straße 6, 87600 Kaufbeuren, email: vertrieb@gossnersystems.de, Tel: 08341/9950761) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post or an email). You can use the attached sample withdrawal form for this purpose, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal
If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of 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 receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

For contracts for the purchase of goods: We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of your withdrawal from this contract. The deadline is met if you send the goods before the expiry of the fourteen-day period. You shall bear the direct costs of returning the goods. You shall only be liable for any loss in value of the goods if this loss in value is attributable to handling of the goods that is not necessary for testing their condition, properties, and functionality.

Information on the premature expiry of the right of withdrawal
The right of withdrawal expires in the case of a contract for the delivery of digital content that is not stored on a physical data carrier (e.g. software downloads), if you have expressly agreed that we may begin executing the contract before the expiry of the withdrawal period and you have confirmed your knowledge that you will lose your right of withdrawal by agreeing to the commencement of the execution of the contract.

Sample withdrawal form

(If you wish to withdraw from the contract, please fill out this form and return it to us.)

To:
Gossner Systems
Owner Marcus Gossner
Buchloer Strasse 6
87600 Kaufbeuren
Email: vertrieb@gossnersystems.de

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

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Ordered on:

Received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only for paper notifications)

Date:

(*) Delete as applicable.