

Terms and Conditions

B benders.company/en/terms-and-conditions/

General terms and conditions of the company Benders with customer information.

General terms and conditions (with legal information)

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General terms and conditions

1. Scope of application

These general terms and conditions apply to all deliveries from Benders. Echte Motorräder. (subsequently: Benders) to consumers (§13 BGB). A consumer is every natural person who makes a legal transaction that can neither be assigned to their commercial activity nor to their self-employed profession.

2. Contract partner

The sales contract is formed with: Benders Company, Haupstr. 166, 69168 Wiesloch. You can contact us for questions, claims and complaints under the telephone number +49 6222 7722-510 as well as per E-Mail at kontakt@benders.company

3. Offer and contract termination

3.1 The representation of products in the online shop do not pose a legally binding offer, but are a request to order. Errors reserved.

3.2 By clicking the "Buy" button you are making a binding order of the wares listed on the order page. The sales contract is formed, when we send you an order confirmation via e-mail immediately after we receive your order.

4. Right of withdrawal

4.1 Consumers have a right of withdrawal for 14 days.

Right of cancellation

You may cancel your contract in written form (e.g. letter, fax, email) within two weeks of placing your order without providing a reason, or if the goods are at your disposal before the end of that period, by simply returning the shipment. The time limit begins after receipt

of this notification in writing, but not before receiving the goods (where similar goods are delivered on a recurring basis, then not before receipt of the first part delivery) and also not prior to performance of our duties of disclosure pursuant to Article 246 §2 in conjunction with §1 (1) and (2) of the Introductory Act and our obligations in accordance with Section 312e, sub-section 1, sentence 1 BGB in conjunction with Item 246 §3 of the Introductory act. The timely despatch of the revocation or the goods shall be deemed sufficient for compliance with the revocation term.

The revocation is to be addressed to:

Benders Company
Hauptstr. 166
69168 Wiesloch
Tel: +49 6222 7722-510
E-mail: kontakt@benders.company

Cancellation consequences

In the case of an effective revocation the mutually received benefits are to be returned and if so derived profits are to be returned. In case you are unable to reimburse us either in total or partially for services received, you are required to offer a compensation of equal value. This doesn't apply if the state of the product is such as it would be in any shop after a legitimate inspection of the goods by the buyer.

Goods consignable by parcel shipment may be returned at our risk. You are responsible for covering the regular cost of return postage if the goods delivered are as ordered and if the price of the goods to be returned is less than € 40, or in case of a higher price you have not provided consideration or a partial payment agreed under the terms of the contract. In other cases the return bares no costs for you. Objects not capable of dispatch by parcel shall be collected from you. You are obliged to refund any open payments within 30 after sending off your cancellation notice. The time limit begins for you when you send your cancellation or the goods, for us, with their reception.

(End of right of cancellation)

4.2 The right of cancellation does not apply:

If the goods ordered by you are for your own commercial or professional purposes.

Goods, which are made after customer specifications or clearly are cut to personal needs.

For goods that due to their properties or workmanship are not suitable to be returned or can be quickly spoilt or are past their the expiry date.

For consignments of audio or video recordings or of software if the delivered data medium has been unsealed by the customer.

4.3 Please avoid damage and contamination.

Please send the goods back to us in the original packaging, as far as possible, and with all accessories and packaging elements. Please use a protective packaging if necessary. If you no longer have the original packaging, please ensure sufficient protection against transportation damage by using suitable packaging, so as to avoid damages claims due to damage caused as a result of defective packaging.

4.4 Please return the merchandise as registered parcel and keep the mailing receipt. On request we would also be happy to reimburse the postage costs in advance, unless they are to be borne by you yourself.

4.5 Before returning a shipment, please contact our customer service at <https://www.benders.company/en/contact/> or call +49 6222 7722-510 to announce your return. This way we can offer you the fastest possible attribution of the products.

4.6 Please note that the modalities cited in paragraphs 4.3 to 4.5 are not prerequisites for the effective exercise of the right of withdrawal.

4a Return shipping costs when exercising the right of withdrawal

If you use your right of withdrawal, you are responsible for covering the regular cost of return postage if the goods delivered are as ordered and if the price of the goods to be returned is less than € 40, or in case of a higher price you have not provided consideration or a partial payment agreed under the terms of the contract. In other cases the return bears no costs for you.

5. Prices and shipping costs

5.1 The labeled prices on the products include taxes and other price components.

5.2 In addition to the indicated prices we charge a standard rate of 6.90€ per order shipping inside Germany. The delivery costs shall be clearly indicated on the product site, in the shopping basket system and on the order site.

5.3 When paying by cash, an additional fee of 2.00€ is due, which will be collected by the deliverer.

6. Delivery

6.1 Delivery occurs worldwide via DPD.

6.2 Delivery time takes up to 3 days. Any differing delivery times are indicated on the appropriate product page.

7. Payment

7.1 Payment is alternatively by payment in advance, cash on delivery or PayPal.

7.2 The right to indemnifications is entitled to you only in case your counter claims have validity in the judicial order or are indisputable or recognized by us in written form.

7.3 Right of retention only exists as long as the claims result from the identical contractual relationship.

8. Reservation of propriety rights

The delivered goods stay our property until they are completely paid.

Further Information

Order process

If you have found the product you are looking for you can non-bindingly place it in the shopping basket by clicking the "Add to Cart" button. You can see the contents of your shopping basket at anytime by clicking the "Shopping Basket" button. By clicking the "Delete" button, you can remove the products from the shopping basket at any time. If you

wish to buy the products in your shopping basket, click the “go to cash out” button. Then please fill in your data (Billing address, Shipping address, delivery method, payment method). Required fields are marked with a *. A registration is not required. By clicking the “Buy” button you complete the order process. The process can be canceled at any time by closing the web browser window. You can obtain more information, e.g. on the correction options, on the individual pages.