

## Terms and Conditions

- Delivery within Germany as of € 69,- goods value postage free.
- All Shipping costs you can find on the internet:  
<https://www.kobra.de/en/Shipping-and-Charges/>
- How can you pay with us?
  1. **Direct Debit** with 2 % cash discount (only in Germany)  
During checkout process you give us your bank details and we debit the order amount - reduced by 2% discount - comfortable for you from your bank account. Transmission of your data is encrypted by SSL and cannot be intercepted or seen by others. Shipping of your order will be done immediately.
  2. **Invoice** (only in Germany and if you are already a customer)  
Regular customers can pay the invoice amount within 7 days (without deduction) after receiving the goods.
  3. **Paypal**  
By using this payment method you will be forwarded to Paypal during the checkout process. Then you can login to your Paypal account or open a new one and afterwards authorise the payment. After confirming the payment you will be transferred back to our shop automatically to complete your order. Only then the payment will be executed.
  4. **Payment in Advance**  
This is the normal bank transfer which you have to initiate yourself after getting our ordering confirmation. You can do this by usual form at your bank or of course online. Shipment of goods will be done after we received your bank transfer.
  5. **secupay.Credit Card**  
You can use the secure portal of secupay AG to pay quickly and securely with your Mastercard or Visa credit card. Your credit card data will be transferred encrypted. Your credit card details are not stored by our company, so that maximum privacy is guaranteed. The claim is assigned by our company to secupay AG, Goethestraße 6, 01896 Pulsnitz. The shipment of the goods takes place immediately after confirmation by secupay. The charge on your credit card will be made upon completion of the order. Take advantage of the secupay Buyer Protection. Further information can be found at: <http://www.secupay.com>
- All prices include the German legal VAT.
- Contract language is German. The presentation of the products in the online shop does not constitute a legally binding offer, but a non-binding online catalogue. After entering your personal data and clicking on the order button in the final step of the ordering process, you submit a binding order for the goods contained in the shopping cart. The confirmation of receipt of the order follows immediately after the order has been sent. This automatic acknowledgement of receipt merely documents that the order has been received by us and does not represent an order acceptance. We are entitled to accept your order within 5 days upon receipt by sending an order confirmation in writing or in text form (e.g. e-mail), in which you are asked to pay or in which we confirm the processing of the order or the delivery of the goods. Deviating from this applies: A binding contract can as well take place previously if you choose an online payment method and make the payment immediately after sending the order. In this case, the contract is concluded at the time the corresponding payment service provider confirms the payment.
- Unless otherwise agreed or otherwise stated at the article, we deliver - stock provided – latest within 5 working days. The delivery time for advance payment methods begins after the customer has executed his payment, for other payment methods (e.g. cash on delivery or invoice), the delivery period begins after order acceptance by us. On Sundays and bank holidays will not be delivered, the delivery time is extended accordingly.
- The goods remain the property of Rudi Schlattner GmbH until full payment.
- We assure that your address will not be passed on to foreign companies for advertising purposes!
- We guarantee the compliance with the BDSG and TMG, more details can be found in our privacy policy.
- The warranty is subject to legal regulations.

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## **Right of withdrawal for consumers**

A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed.

### **Instructions on withdrawal**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Rudi Schlattner GmbH, Siemensstr. 4, 72622 Nürtingen, Germany, Tel. 07022/61212, Fax 07022/61299, E-Mail [info@kobra.de](mailto:info@kobra.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The right of withdrawal in distance selling does not exist:

- in the case of delivery of goods which are not prefabricated and for their manufacture an individual selection or determination by the consumer is decisive or which are explicitly customized to the personal needs of the consumer.

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**Information for consumers:**

- We are members of 'Verein sicherer und seriöser Internetshopbetreiber e.V.' and submitted to their audit criterias and their - for our customers free - out-of-court arbitration board.  
<http://www.internetsiegel.net/Pruefungskriterien.pdf>  
<http://www.internetsiegel.net/html/schlichtungsstelle.html>
- The main characteristics of the articles offered by us can be found in the product descriptions in our website.
- The language available for signing the contract is German.
- Complaints and other warranty claims can be made under the address given in the legal notice.
- The contract text (order text) will be saved. You can view the "Terms and Conditions" at any time on our website and save them on your computer. The specific order data will be sent to you by e-mail.
- Warranty: The warranty is based on the statutory provisions.
- We are not obliged to participate in dispute resolution proceedings before a consumer arbitration board and are not prepared to do so.

**Rudi Schlattner GmbH**  
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**Fax: +49 (0)7022/61299**  
**E-Mail: [info@kobra.de](mailto:info@kobra.de)**  
**Web: [www.kobra.de](http://www.kobra.de)**

Trade register: Stuttgart HRB223684

Managing directors: Frank Schlattner, Jörg Schlattner, Uwe Schlattner

VAT identification number in accordance with § 27 a Umsatzsteuergesetz: DE163538524

Version of 20.7.2025