

Conditions for participation in the promotion

MAGURA Click & Collect Service for specialist dealers

From August 2020 MAGURA is offering end customers right across Europe the option of purchasing selected products via Click & Collect. End customers can order goods online and collect and pay for them at participating dealers.

Prior registration is required for a dealer to participate in the Click & Collect Service. Registration is possible using the new customer form or online at <https://www.magura-cc-dealer.com>

Conditions for participation in the Click & Collect Service promotion:

1. The Click & Collect Service (hereinafter referred to as **C&C**) is a service offered by MAGURA Bosch Parts & Services GmbH & Co. KG, Eckisstrasse 6, 72574 Bad Urach, Germany (hereinafter referred to as **MBPS**). The law of the Federal Republic of Germany shall apply; the court of jurisdiction is Bad Urach. MBPS's General Terms and Conditions shall also apply and form an integral part of the contract, including these promotion conditions: <https://www.magura-b2b.com/termsAndConditions>
2. **Registration.** Only dealers who have registered beforehand can participate in MBPS's C&C promotion. By registering the dealer expressly acknowledges that only these conditions of participation apply, including the General Terms and Conditions stated in Item 1. Registration is unlimited and will also apply to future C&C promotions implemented in the same way. It is possible to register on <https://www.magura-cc-dealer.com> or using the new customer form.
3. **Dealer search facility.** By registering, dealers confirm that their shops can appear in the dealer search facility on the website for MBPS's C&C promotion. Information displayed about the dealer will be based on the address stored in MBPS's customer records and the dealer undertakes to advise MBPS promptly in writing of any changes to the address details.
4. **Contracting parties.** MBPS shall sell the product ordered via C&C to the dealer selected by the end customer. The contracting party for the end customer in respect of the product purchase is the dealer and not MBPS and the dealer will disclose and emphasize this to the end customer when the goods are collected.
5. **No sales guarantee.** MBPS does not give any guarantees in respect of product acceptance by the end customer. The contract is ultimately concluded with the end customer and the sale made in the dealership. In addition, the information set out in Item 11 in respect of returns shall also apply.
6. **Payment.** Invoicing is only possible via a SEPA direct debit mandate. The setting up and continuation of this SEPA direct debit mandate is also a requirement for the dealer to participate in all C&C promotions. When an end customer places an order, the price charged to the dealer for the goods is invoiced to the dealer via a SEPA direct debit. If the dealer has not got a SEPA direct debit mandate in place at the time of registration, the dealer can send this on afterwards within three working days of the date of registration. MBPS expressly reserves the right to exclude from all C&C promotions dealers who have not set up a SEPA direct debit mandate, even though they have registered. **Exception for dealers from the United Kingdom:** UK dealers are excluded from the SEPA regulation. All UK dealers can register for Click&Collect, as long as they are already authorized to pay MBPS on account. MBPS expressly reserves the right to exclude from all C&C promotions dealers who aren't allowed to pay on account, even though they have registered.
End customers shall pay for the product when they collect their order from the local dealer. See Item 4.
7. **Shipping costs.** MBPS will not charge any shipping costs to send the C&C product to the dealer. The only cost to be borne by the dealer is the dealer's purchase price.
8. **Further discounts are excluded.** The dealer's purchase prices for products that the dealer purchases via C&C cannot be combined with other promotions. Regular discounts cannot be granted for C&C products.

9. **Automated C&C sales process.** If an end customer chooses a registered dealer and orders a product online via the relevant website operated by MBPS, a purchase order from the dealer will automatically be initiated at MBPS. By registering as a C&C dealer, the conditions for this promotion are accepted and the dealer confirms this automated procedure. Once an order is placed, MBPS sends the dealer and the end customer an email to confirm the order and the purchase price charged to the dealer will be taken via SEPA direct debit.
10. **Assigning the goods to the end customer.** So that the delivery can be assigned, the delivery note will contain information stating the end customer. The dealer is instructed only to sell the goods to the stated end customer. The dealer is only permitted to sell on the goods to another end customer if the original customer does not collect the products ordered as part of the promotion from the relevant dealer within a period of fourteen (14) days.
11. **Return.** If the end customer does not collect the goods within the specified time allowed in spite of the C&C process or refuses to make the final purchase, under the withdrawal conditions set out in the General Terms and Conditions the dealer can also return the goods to MBPS.
12. **Products in the promotion.** The dealer has been advised and agrees that MBPS will only tell the registered dealers which products are in the promotion a few days before the start of the respective C&C promotion.
13. **Processing by third parties.** The service provider vg mediastudio GmbH & Co. Kg (Robert-Bosch-Strasse 2, 89150 Laichingen, Germany) ("organizing agency") has been engaged to process C&C registration and to provide the facility for end customers to place orders. The organizing agency is entitled to process the registrations and orders within the scope of this promotion, ensuring that data privacy criteria are adhered to. By registering, dealers expressly give their consent to their data being stored and processed for the purposes stated in the conditions for this promotion.
14. **End of the promotion.** A C&C promotion comes to an end as soon as the allocation of products planned for the promotion has been exhausted. MBPS also reserves the right to end any promotions without stating why if a situation occurs that cannot be foreseen at the start of the relevant C&C promotion (e.g. product recall, technical problems, availability problems).
15. MBPS does not guarantee that the website for the promotion will actually be accessible or functional at all times.
16. **Cancellation.** Registration as a C&C MAGURA dealer can be cancelled by giving notice by email to info@magura.de or by sending notice of termination by post; this is not possible in the course of an ongoing C&C sales promotion.
17. **Exclusion.** MBPS reserves the right to exclude dealers from the C&C promotion in cases where the C&C process cannot be implemented correctly and in a way that is geared to the customers. This applies in cases that include but are not limited to difficulties when obtaining payment via a SEPA direct debit authorization or if MBPS receives complaints from end customers about how their C&C purchase is handled and/or the dealer has not supplied the end customers with the products ordered or if there has been a considerable delay in handing over the products to the end customers.
18. **Compensation.** MBPS expressly reserves the right to claim from the dealer any costs incurred in the form of claims for damages resulting from a poor performance and lack of action by the dealer in relation to this C&C promotion and to obtain payment for these costs via the SEPA direct debit mandate that is in place.