

The Sales Contract Playbook: Your Ultimate Guide



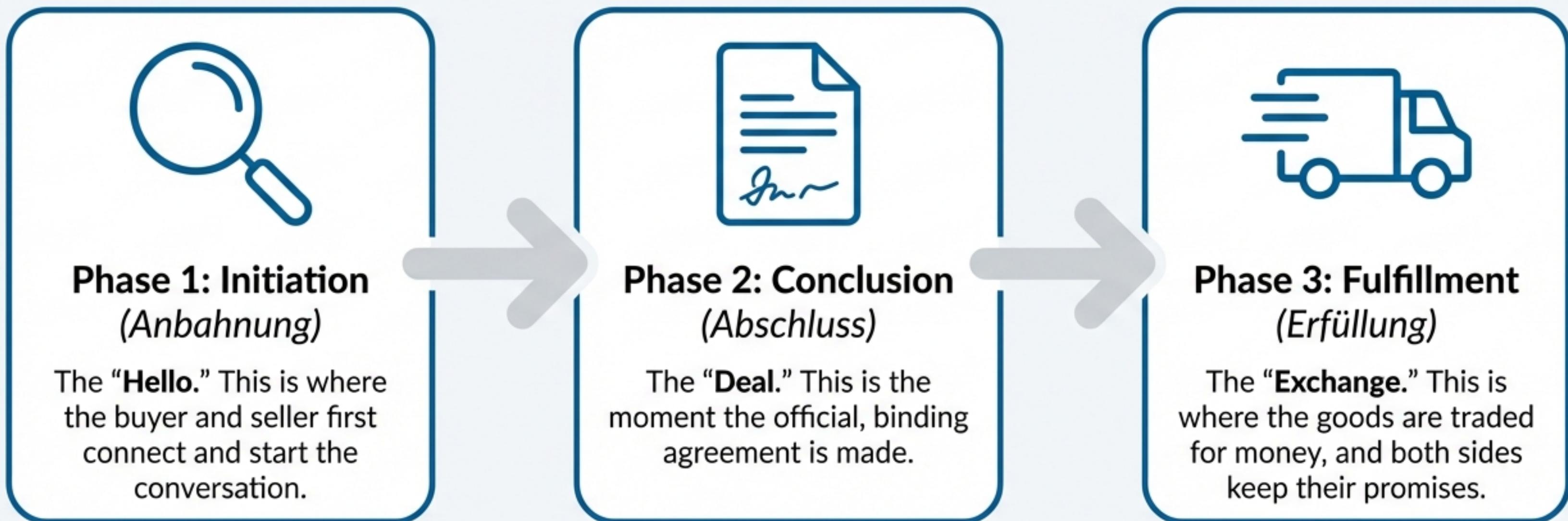
Everything you need to know for your Business
Administration (BW) LZK on 12.01.2026.

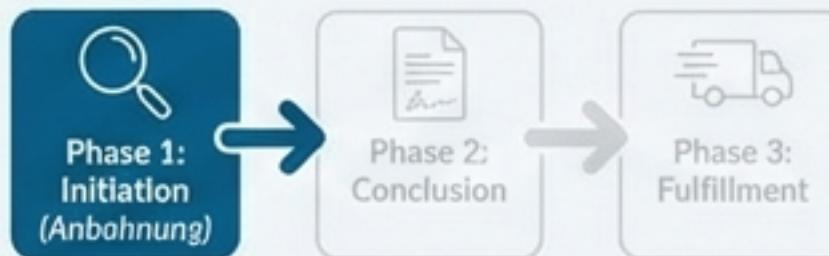


Presented by VSN (VBS Student Network)

Every Purchase Tells a Story in Three Chapters

The journey of buying something, known as a **Sales Contract (Kaufvertrag)**, always follows the same three-step path.





Finding Each Other: How a Sale Begins

Seller's Actions



Advertising (Anpreisung)

Getting your attention with flyers, TV ads, etc.

Key Point: This is NOT a binding offer.
It's just an invitation to look.



Offer (Angebot)

A serious, legally binding proposal from the seller to sell a specific item at a specific price.

Buyer's Actions



Inquiry (Anfrage)

The buyer asks for information (e.g., 'Do you have this in blue?').

Key Point: This is ALWAYS non-binding.



Order (Bestellung)

The buyer makes a formal request to buy something. This can be in response to an offer or on its own.

The 5 Ingredients of a Binding Offer (*Verbindliches Angebot*).



RECIPE: BINDING OFFER



Specific Seller: Who is selling?



Specific Buyer: Who are they selling to?



Quality (Qualität): Exactly what is the product?



Quantity (Menge): How much of it?



Price (Preis): What does it cost?



Watch Out for Loopholes!

Sellers can add **Disclaimer Clauses** (*Freizeichnungsklauseln*) to turn an offer into a non-binding one. These phrases mean the seller isn't legally tied to the offer.

- While stocks last
- Prices subject to change
- Non-binding

Phase 1:
Initiation

Phase 2:
Conclusion

Phase 3:
Fulfillment

Making It Official: How a Contract Is Formed

Core Principle Section:

A contract is born from **Concordant Declarations of Intent** (*Übereinstimmende Willenserklärung*).

"This just means both sides agree on the key points (what, how much, and for what price). It's a mutual 'Yes!'"



Verbal (Mündlich)

Example: Ordering a pizza over the phone.



Written (Schriftlich)

Example: Signing a contract to buy a house.



Electronic (Elektronisch)

Example: Clicking the 'Order now, subject to payment' button online.



Conclusive Action (Schlüssiges Handeln)

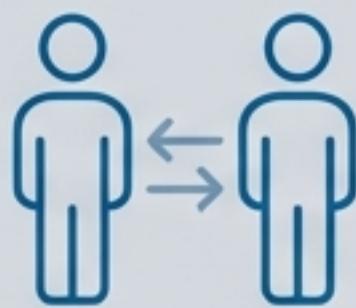
Example: Putting your items on the checkout counter. Your actions show you intend to buy.

info

Most deals follow the rule of **Freedom of Form (Formfreiheit)**, meaning they don't need to be in writing to be valid!

Is Your Contract Bulletproof? The 6 Legal Must-Haves

1.



Bilateralism (*Zweiseitigkeit*)

You need at least **two parties** (a buyer and a seller).

2.



Agreement (*Willenserklärung*)

Both sides must **agree** on the deal.

3.



Voluntariness (*Freiwilligkeit*)

No one can be forced, threatened, or blackmailed into the contract.

4.



Permissibility (*Erlaubtheit*)

The deal must be legal (no contracts for selling drugs).

5.



Possibility (*Möglichkeit*)

The deal must be possible to complete (no contracts for selling a time machine).

6.



Capacity to Contract (*Geschäftsfähigkeit*)

The people making the deal must be legally able to do so.

The Levels of Legal Power: Capacity to Contract (Geschäftsähnlichkeit)



Under 7 Years Old

Completely Incapable. Contracts are void.



Exception: 'Pocket money' deals are okay (e.g., buying ice cream or comics).



7 to <14 Years Old

Limited Capacity. Contracts need parent/guardian consent to be valid. You can accept gifts that benefit you.



Example: Buying headphones or a cinema ticket.



14 to <18 Years Old

Extended Limited Capacity. You can use your own earned money or pocket money for purchases, as long as it doesn't risk your ability to support yourself.



Example: Buying clothes, a mobile phone, or a moped.



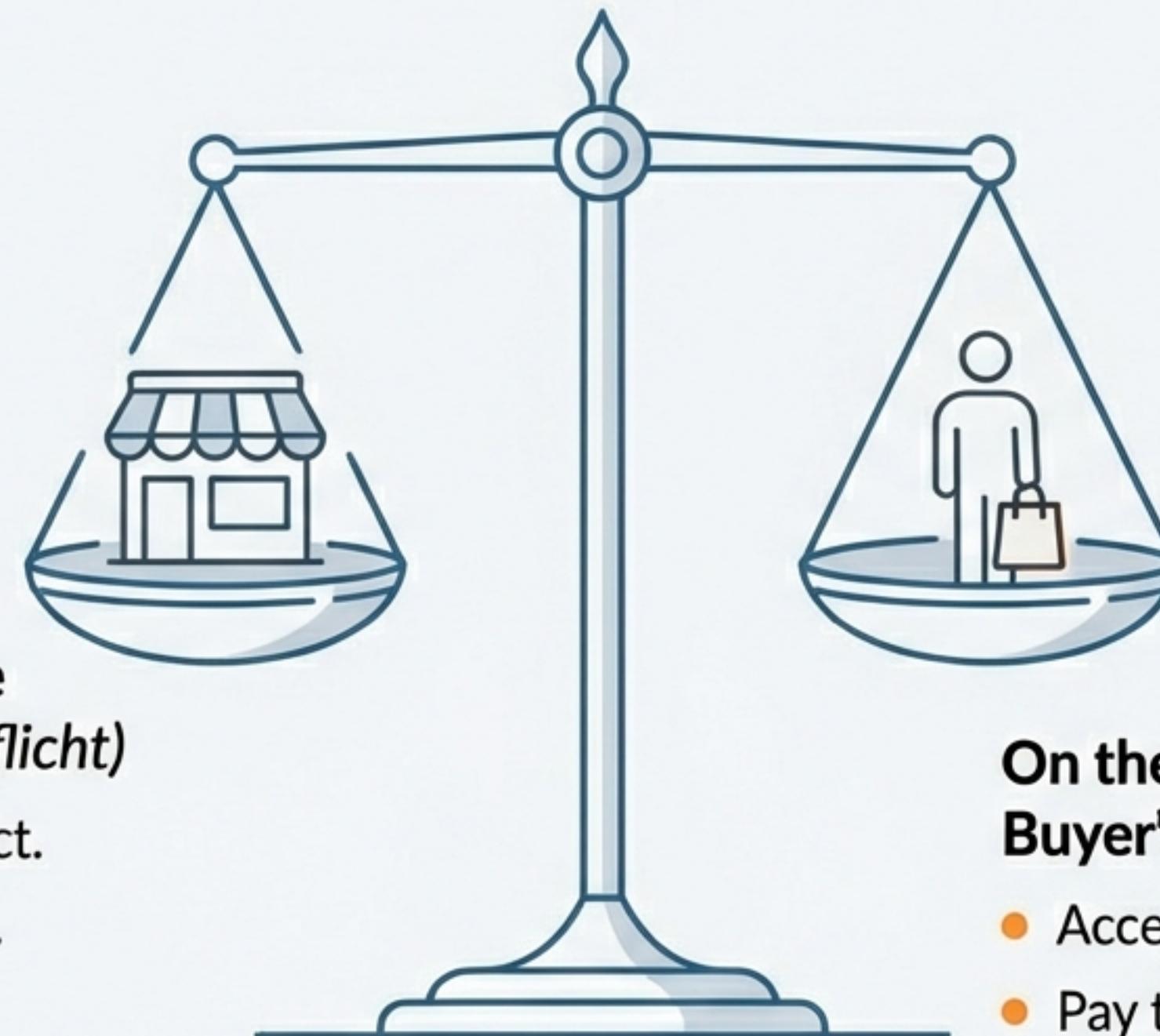
18+ Years Old

Full Capacity. You are fully responsible for any and all legal contracts you make.



Example: Buying a car, taking out a loan.

Keeping Promises: Fulfilling the Contract



On the Seller's Side - The Seller's Duty (*Verkäuferpflicht*)

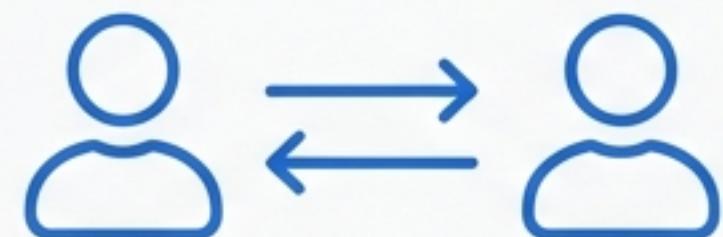
- Deliver the correct product.
- Ensure it's free of defects.
- Send the invoice.

On the Buyer's Side - The Buyer's Duty (*Käuferpflicht*)

- Accept the product.
- Pay the agreed-upon price on time.

C2C, B2C, B2B: Know the Players

C2C (Consumer-to-Consumer)



Who

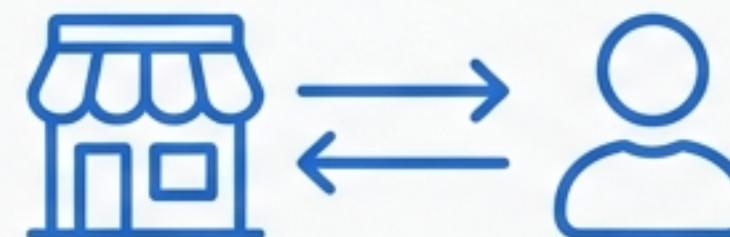
Private Person ↔ Private Person

Example

Selling your old phone on eBay.

Key Point: Limited legal protection. Warranties are often excluded.

B2C (Business-to-Consumer)



Who

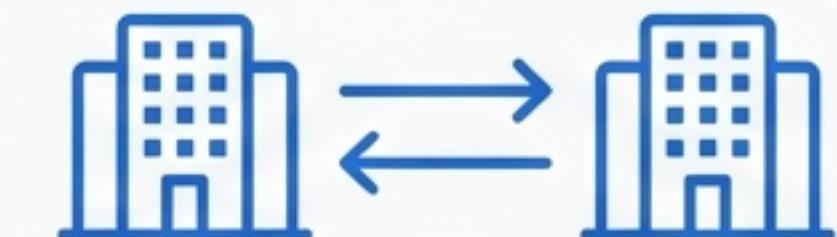
Business ↔ Private Person

Example

Buying groceries at a supermarket.

Key Point: Strong consumer protection laws apply to protect you!

B2B (Business-to-Business)



Who

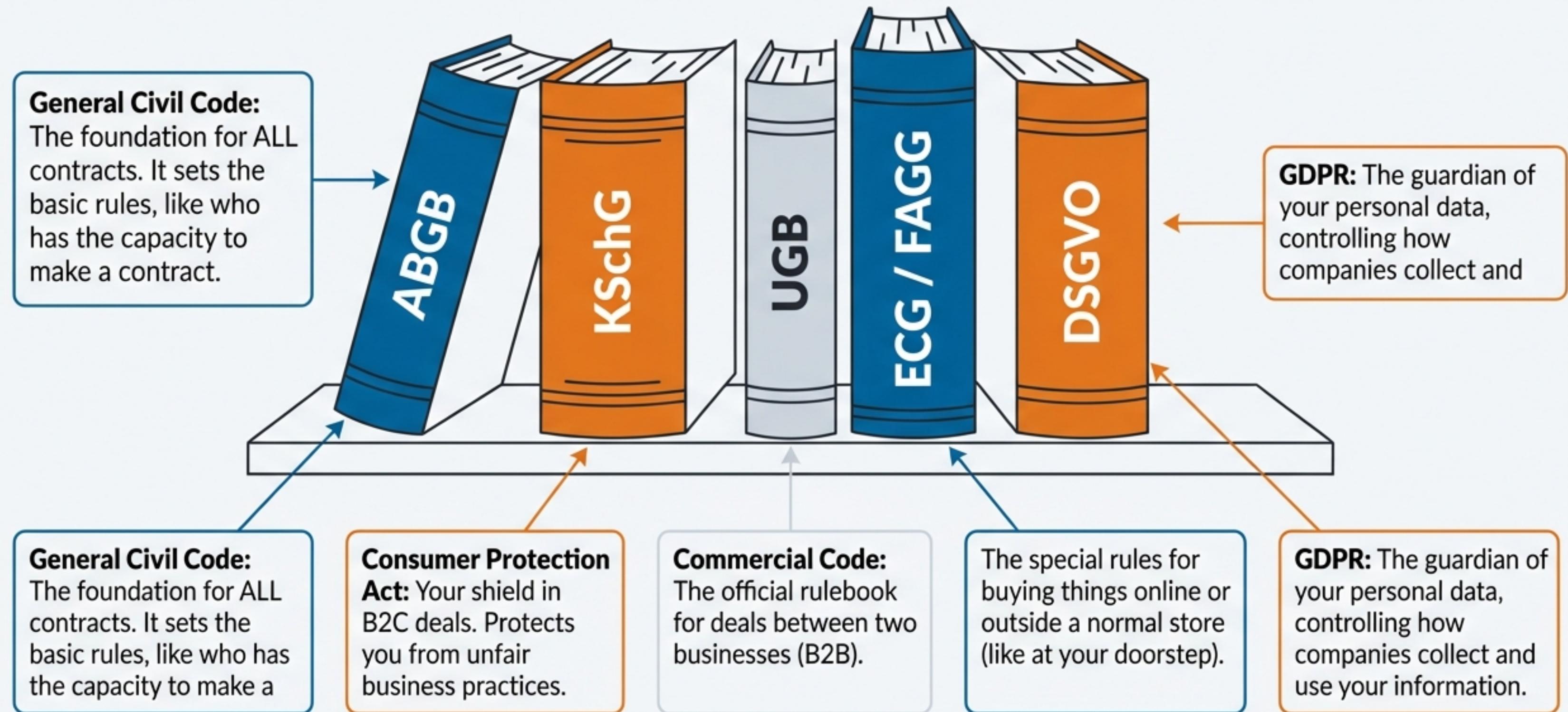
Business ↔ Business

Example

A bakery buying flour from a wholesaler.

Key Point: Governed by the **Commercial Code (UGB)**, with less consumer protection.

The Rules of the Game: Important Laws to Know



Shopping Online? Watch Out for These Risks!

https://www.onlineshoppingrisks.com



Risk of Fraud (*Betrugsgefahr*)

Fake shops that take your money and never deliver the goods.



No Product Inspection

What you see isn't always what you get. Product photos can be misleading, and reviews can be fake.

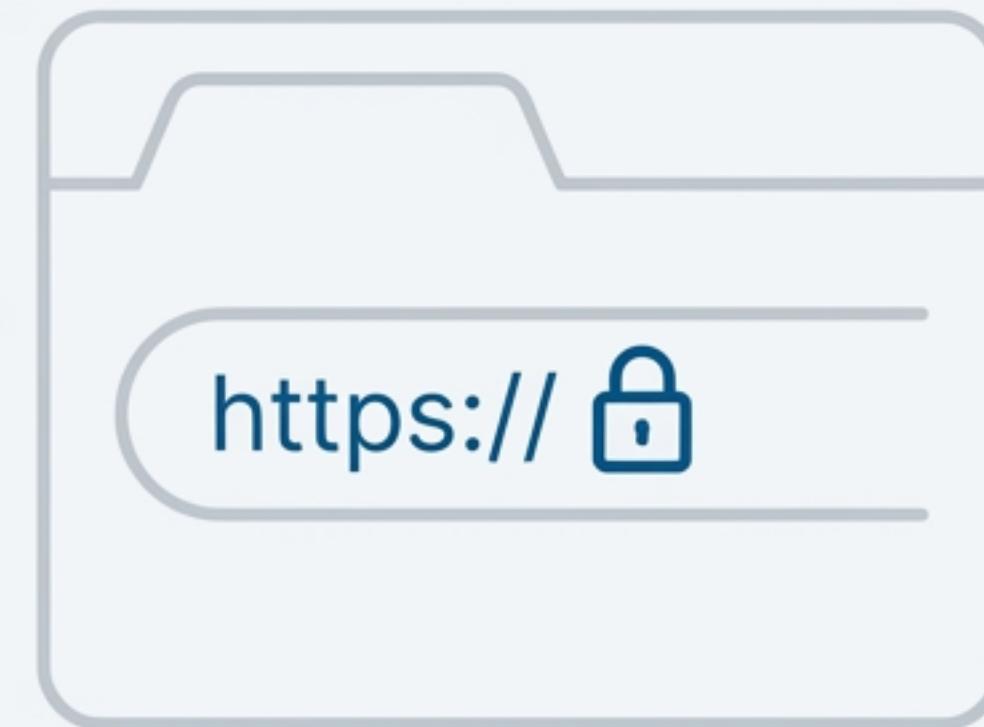


Risk of Data Misuse (*Datenmissbrauch*)

Hackers can steal your personal info or payment details during the transaction.

Smart & Safe Online Shopping: Your Buyer's Checklist

- Vet the Seller:** Check the **Impressum** (legal notice) for a real name and address.
- Look for Seals of Approval:** Trustworthy shops often have official quality seals (Gütezeichen).
- Read the Fine Print:** Quickly scan the **T&Cs (AGB)** for any weird rules.
- Pay Securely:** Avoid paying in advance if you can. Use secure payment methods.
- Check the Connection:** The website address should start with '<https://>' and have a lock icon.



Having Second Thoughts? Your Right to Withdraw (Rücktritt)

The General Rule (In-Store Shopping)



A deal is a deal! You have NO automatic legal right to return a flawless item just because you changed your mind.

Exchanges or returns are goodwill from the seller.

The Special Right (Online & Distance Sales)



Here, the law gives you an 'undo' button. You can withdraw from the contract without giving any reason.



The Withdrawal Clock

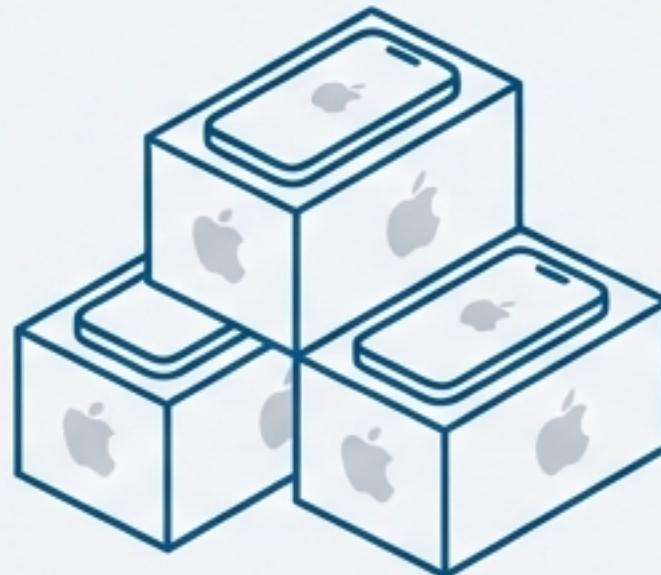
Your withdrawal period starts from the day the product is delivered, *if* the seller correctly informed you of your right.



If the seller failed to inform you, your window to withdraw extends to **1 Year + 14 Days!**

'Good Quality' Isn't Enough: How to Define Your Product

Fungible Goods (*Vertretbare Waren*)



What they are:

Interchangeable, mass-produced items. Any one is as good as another.

Examples:

A new iPhone 16, a bag of flour, a standard A4 notebook.

How they're defined:

By **Brand** (Marke), **Type** (Typ), or **Standard** (Norm).

Non-Fungible Goods (*Nicht vertretbare Waren*)



What they are:

Unique, one-of-a-kind items.

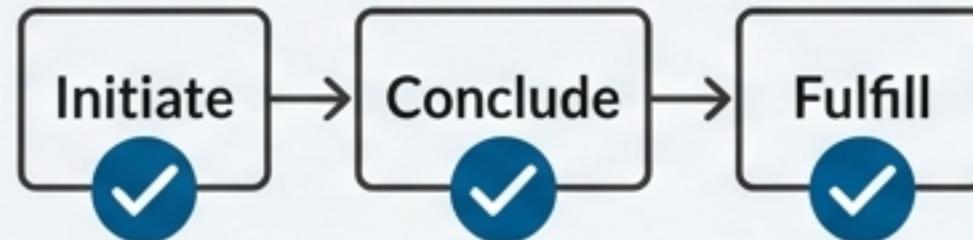
Examples:

A used car, a custom-made suit, a piece of art.

How they're defined:

By **Inspection** (Besichtigung), a detailed description, or an illustration.

Your Sales Contract Playbook: Key Takeaways



The 3-Phase Journey: Every sale follows the path:
Initiate → Conclude → Fulfill.



The Golden Rule: A contract is a binding promise. Know the 6 rules to make sure it's valid and bulletproof.



Your Consumer Power: You have special rights, especially when shopping online. Know your right to withdraw and use it wisely!

Good luck with your LZK!



– Your VSN Team