

General Terms and Conditions

Section 1

Scope of Application & Protective Clause

(1) All transactions concluded between the operator of this internet shop (hereinafter referred to as 'provider') and the customer are subject exclusively to the General Terms and Conditions valid at the time the customer places an order.

(2) Diverging General Terms and Conditions of the customer shall not apply.

Section 2

Conclusion of Contract and Inclusion of General Terms and Conditions

(1) The presentation of goods in the internet shop does not constitute a binding offer by the provider to conclude a purchase agreement. The customer is only encouraged to submit an offer by placing an order.

(2) By submitting an order to the internet shop the customer makes a binding offer directed at concluding a sales contract concerning the goods in the basket. By submitting the order, the customer acknowledges that these General Terms and Conditions are the only ones applicable to the legal relationship with the provider.

(3) The provider confirms receipt of the customer's order by sending a confirmation e-mail. This order confirmation does not yet constitute an acceptance by the provider of any contractual offer but merely serves to inform the customer that the order has been received. Acceptance of the contract offer is asserted by dispatching the contract goods or by an explicit declaration of acceptance.

Section 3

Consumer's Right of Withdrawal

(1) In case the customer is a consumer, i.e. in case s/he completes the legal transaction with a purpose that cannot be attributed to his/her commercial or autonomous professional activity, the provider shall grant the customer a [right of withdrawal](#) in accordance with statutory regulations.

(2) If the goods delivered correspond to the ones ordered and the price of the goods to be returned is less than €40, the customer has to bear the cost of the return; otherwise the return will be free of charge for the customer.

(3) The right of withdrawal is null and void in cases where sealed audio or video recordings (e.g. CDs, audio or video cassettes) or software were delivered, and where the customer has opened the sealed packaging.

(4) There is also no right of withdrawal concerning goods produced according to specific instructions and customer specifications and tailored to meet personal needs (e.g. individualized books, engraved books) or goods which by their nature are not suitable for return (e.g. online offers of software products, or other data and files).

Section 4 Reservation of Proprietary Rights

All goods delivered remain the property of the provider until payment in full is received.

Section 5 Prices, Due Dates, and Delay

All prices stated in the internet shop are end prices and inclusive of VAT applicable in Germany. The purchase price is due upon conclusion of the contract. Payment options are by bank transfer upon receipt of invoice (included with delivery) or Pay Pal. In case of late payment by the customer, the provider has the right to charge late interest of 5 percentage points above the annual ECB base rate. This does not preclude the right to assert a higher claim in case of higher damages.

Section 6 Warranty

(1) The customer's warranty rights are governed by general statutory provisions unless stated otherwise below. For damage claims by the customer against the provider section 7 of these General Terms and Conditions applies.

(2) Warranty claims of the customer are subject to a limitation period of 2 years in case of newly produced goods; in case of used goods it is 1 year. Warranty claims of companies are subject to a limitation period of 1 year for newly produced and used goods. This shorter limitation period does not apply to compensation claims by the customer relating to personal injury, bodily harm or damage to health, and to compensation claims relating to a breach of essential contractual obligations. Essential contractual obligations are those that need to be met to achieve the contract goal, e.g. the provider has to deliver the goods to the customer free from defects in material and title and transfer ownership to him/her. The shorter limitation period shall likewise not apply to compensation claims relating to a deliberate or grossly negligent breach of duty on the part of the provider, his/her legal representative or a person acting on his/her behalf. Likewise, the shorter limitation period shall not apply to companies if the right of recourse according to section 478 BGB (German Civil Code) is exercised.

(3) The provider does not provide a guarantee.

Section 7 Compensation and Exclusion of Liability

(1) Compensation claims by the customer are excluded unless specified otherwise below. The disclaimer applies likewise to legal representatives of the provider and persons acting on his/her behalf, if a customer makes a legal claim against them.

(2) The disclaimer referred to in point (1) shall not apply to compensation claims relating to personal injury, bodily harm or damage to health, and to compensation claims relating to a breach of fundamental contractual obligations. Essential contractual obligations are those that need to be met to achieve the contract goal, e.g. the provider has to deliver the goods to the customer free from defects in material and title and transfer ownership to him/her. The disclaimer referred to in point (1) shall not apply to compensation claims relating to a deliberate or grossly negligent breach of duty

or willful deceit on the part of the provider, his/her legal representative or a person acting on his/her behalf.

(3) The provisions of the German Product Liability Act ("Produkthaftungsgesetz") remain unaffected.

Section 8

Assignment and Pledge Ban

The assignment or pledging of customer claims or rights against the provider to any third party requires prior approval of the provider. The provider shall grant approval if the customer can demonstrate a legitimate interest in the assignment or pledge.

Section 9

Offsetting and Retention Rights

The customer shall only be entitled to offsetting and retention rights against claims by the provider from contracts concluded through this internet shop or related non-contractual claims, if the customer's due counterclaim is undisputed or legally indisputable.

Section 10

Applicable Law & Jurisdiction

(1) The contractual relationship between provider and customer is governed by the law of the Federal Republic of Germany. Excluded from this choice of applicable law are the mandatory consumer protection rules & regulations of the country in which the customer has his/her habitual place of residence. The application of the UN purchasing law is excluded.

(2) Place of jurisdiction for all disputes arising from the contractual relationship between customer and provider shall be Kornwestheim, Germany, where the provider has their head office, if the customer is a registered merchant, a legal person under public law, or a separate property under public law.

Section 11

Severability Clause

Should one of the provisions of these General Terms and Conditions become invalid, this shall not affect the validity of the remaining provisions. In this case, the contractual parties agree to replace the ineffective or unenforceable provision with an effective or enforceable one that comes closest to the regulatory goals pursued. The same applies to the closure of any contractual loopholes.