

# General Terms and Conditions

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### 1) Scope of Application

**1.1** These General Terms and Conditions (hereinafter referred to as "GTC") of the company Anna Meidert (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

**1.2** These GTC apply accordingly to the supply of digital content, unless expressly agreed otherwise. Digital content within the meaning of these GTC is data that is created and provided in digital form.

**1.3** A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity.

**1.4** A trader pursuant to these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

### 2) Conclusion of the Contract

**2.1** The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

**2.2** The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the

virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the Seller by e-mail.

**2.3** The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

**2.4** If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at

[https://www.paypal.com/de/webapps/mpp/ua/useragreement-full?locale.x=en\\_DE](https://www.paypal.com/de/webapps/mpp/ua/useragreement-full?locale.x=en_DE) or, if the Client does not have a PayPal account, subject to the Terms for payments without a PayPal account, available at

<https://www.paypal.com/uk/webapps/mpp/ua/privacywax-full>. If the Client pays by means of a method of payment offered by PayPal which can be selected in the online order process, the Seller hereby declares the acceptance of the Client's offer at the time when the Client clicks on the button concluding the order process.

**2.5** When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this.

**2.6** Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors.

The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

**2.7** The German and the English language are exclusively available for the conclusion of the contract.

**2.8** Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides

for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client`s responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

### **3) Right to Cancel**

**3.1** Consumers are entitled to the right to cancel.

**3.2** Detailed information about the right to cancel are provided in the Seller`s instruction on cancellation.

**3.3** The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract und whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

### **4) Prices and Payment Conditions**

**4.1** Unless otherwise stated in the product description, prices indicated are total prices. Sales tax is not listed, since the Seller is a small trader within the meaning of section 19, para 1 German Turnover Tax Act. Any possible additional delivery and dispatch costs are specified separately in the respective product description.

**4.2** Payment can be made using one of the methods mentioned in the Seller`s online shop.

**4.3** In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

### **5) Shipment and Delivery Conditions**

**5.1** If the Seller offers to ship the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Client unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive. Deviating from this, if the payment method PayPal is selected, the delivery address deposited by the Client with PayPal at the time of payment shall be decisive.

**5.2** Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has

been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

**5.3** Personal collection is not possible for logistical reasons.

**5.4** The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

## **6) Granting Rights of Use for Digital Content**

**6.1** Unless otherwise stipulated in the description of contents displayed in the Seller's online shop, the Seller grants the client the non-exclusive right, unlimited in relation to place and time, to use the contents supplied for private and professional purposes.

**6.2** The transmission of content to third parties or the production of copies to third parties in a way not covered by the GTC is prohibited, unless the Seller has consented to the transfer of the contractual license to third parties.

**6.3** The granting of rights pursuant to section 158 (1) German Civil Law Code will only become effective, if the Client has paid the contractually stipulated compensation in full. The Seller may allow the use of the contractual contents temporarily prior to this date. A transfer of rights does not take place via such a provisional permission.

## **7) Reservation of Proprietary Rights**

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

## **8) Warranty**

**8.1** Unless otherwise stipulated, the provisions of the statutory liability for defects shall apply. Deviating therefrom, the following shall apply to contracts for the delivery of goods:

**8.2** If the Client acts as trader

- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for claims for defects shall be one year from delivery of the goods,
- for used goods, the rights and claims for defects are excluded,
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

**8.3** The above-mentioned limitations of liability and shortening of the period of

limitation do not apply

- to claims for damages and reimbursement of expenses of the Client,
- if the Seller has fraudulently concealed the defect,
- for goods which have been used in accordance with their customary use for a building and which have caused its defectiveness,
- for any existing obligation of the Seller to provide updates for digital products with respect to contracts for the supply of goods with digital elements.

**8.4** Furthermore, for traders, the statutory limitation periods for any statutory right of recourse that may exist shall remain unaffected.

**8.5** If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine the goods and notify the Seller of defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

**8.6** If the Client acts as a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

**8.7** The Seller shall not be liable for defects in the performance of the telecommunications contract for which the respective service provider is solely responsible. In this respect, the relevant statutory provisions and any deviating contractual conditions of the respective service provider shall apply.

## **9) Applicable Law**

**9.1** The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

**9.2** With regard to the statutory right of cancellation, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of the conclusion of the contract.

## **10) Alternative dispute resolution**

**10.1** The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

**10.2** The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.