

## Terms and conditions

### **1) Scope of application**

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Maya Tiedt (hereinafter referred to as "Seller"), apply to all contracts for the delivery of goods that a consumer or entrepreneur (hereinafter referred to as "Customer") concludes with the Seller with regard to the goods presented by the Seller in her online shop. Herewith the inclusion of the customer's own terms and conditions is contradicted, unless otherwise agreed.

1.2 A user in the sense of these Terms and Condition is each natural person, who concludes a legal transaction for purposes, which is predominantly neither their commercial nor their independent vocational activity. Entrepreneur in the sense of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts to exercise their commercial or independent professional activity

### **2) Conclusion of contract**

2.1 The product descriptions contained in the online shop of the seller do not represent binding offers on the part of the seller, but serve to submit a binding offer by the customer.

2.2 The customer can submit the offer via the online order form integrated in the online shop of the seller. After placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the Customer submits a legally binding offer to enter into a contract with respect to the goods in the shopping cart by clicking the button that concludes the ordering process.

2.3 The seller can accept the customer's offer within five days, by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or by requesting the customer to pay after placing his order.

If there are several of the aforementioned alternatives, the contract is concluded at the point in time when one of the aforementioned

alternatives occurs first. The period for acceptance of the offer begins on the day after the customer sends the offer and ends with the expiry of the fifth day following the sending of the offer. If the Seller does not accept the Customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the Customer is no longer bound by his declaration of intent.

**2.4** If the payment method "PayPal Express" 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> or - if the customer does not have a PayPal account - subject to the terms for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the customer selects "PayPal Express" as payment method during the online order process, he/she also places a payment order with PayPal by clicking the button that completes the order process. In this case, the Seller hereby declares the acceptance of the Customer's offer at the time when the Customer initiates the payment process by clicking the button concluding the order process.

**2.5** In case of the submission of an offer via the online order form of the seller, the text of the contract will be stored by the seller after the conclusion of the contract and sent to the customer in text form (e.g. e-mail, fax or letter) after sending his order. The Seller shall not make the text of the contract accessible beyond this.

**2.6** Before binding submission of the order via the seller's online order form, the customer can detect possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the display on the screen is enlarged. Within the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks on the button that concludes the ordering process.

**2.7** The conclusion of the contract is available exclusively in the German language.

**2.8** The order processing and contact are usually carried out by e-mail and automated order processing. The customer must ensure that the e-

mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

### **3) Right of withdrawal**

**3.1** The user is under certain conditions entitled to a right of withdrawal.

**3.2** Further information on the right of withdrawal are found in the seller's right of withdrawal instruction

**3.3** The right of withdrawal 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 residence and delivery address at the time of the conclusion of the contract is outside the European Union.

### **4) Prices and terms of payment**

**4.1** If from the product description of the seller indicates nothing else, indicated price information show the total price, which contains VAT. Any additional delivery and shipping costs that may apply will be stated separately in the respective product or shipping description.

**4.2** For deliveries to countries outside the European Union additional costs may in individual cases incur for which the seller is not responsible and which have to be payed by the customer. These include, for example, costs for the transfer of money through credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also apply in relation to transfer of money if the delivery is not to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

**4.3** Payment option(s) is/are communicated to the customer in the online shop of the seller.

**4.4** If advance payment by bank transfer has been agreed, payment is due immediately after conclusion of the contract, unless the parties have agreed on a later due date.

**4.5** Payment by a payment method offered by PayPal is 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> or - if the customer does not have a PayPal account - subject to the terms for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

**4.6** For selection of the payment method "SOFORT" the payment processing is carried out by the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (in the following "SOFORT"). In order to be able to pay the invoice amount via "SOFORT", the customer must have an online banking account that has been activated for participation in "SOFORT", must legitimize himself accordingly during the payment process and confirm the payment instruction to "SOFORT". The payment transaction will be executed immediately afterwards by "SOFORT" and the customer's bank account will be debited. Further information on the "SOFORT" payment method can be found on the Internet at <https://www.klarna.com/sofort/>.

**4.7** In case of selection of a payment method offered via the payment service "Shopify Payments", the payment processing is carried out via the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter "Stripe"). The individual payment methods offered via Shopify Payments are communicated to the Customer in the online shop of the Seller. For the processing of payments, Stripe may use other payment services, for which special payment conditions may apply, to which the Customer will be informed separately if necessary. Further information on "Shopify Payments" is available on the Internet at <https://www.shopify.com/legal/terms-payments-de>.

## **5) Delivery and shipping conditions**

**5.1** The goods are delivered to the delivery address indicated by the customer, unless otherwise agreed. The delivery address stated in the seller's order processing is leading for the delivery.

**5.2** If the delivery of the goods fail for reasons for which the customer is responsible, the customer shall bear the costs incurred by the seller as a result. This does not apply with regard to the costs for the return

shipment if the customer effectively exercises his right of revocation. In the event that the customer effectively exercises his right of revocation, the provision made in the seller's revocation instruction shall apply to the costs of return shipment.

**5.3** Pick-up of the goods is not possible for logistical reasons.

## **6) Retention of title**

If the seller makes advance payment, he reserves the right of ownership of the delivered goods until full payment of the purchase price by the customer is done.

## **7) Liability for defects(warranty)**

**7.1** If the object of sale is defective, the provisions of the statutory liability for defects shall apply.

**7.2** Aside from this the following applies to used goods: Warranty claims are excluded if the defect only occurs after one year from delivery of the goods. Defects that occur within one year of delivery of the goods can be claimed within the statutory period of limitation. However, the reduction of the liability period to one year shall not apply

for items which have been used for a building in accordance with their normal use and have caused its defectiveness,  
for claims for damages and reimbursement of expenses of the customer,  
and  
in the event that the seller has fraudulently concealed the defect.

**7.3** The customer is asked to complain about delivered goods with obvious transport damages to the deliverer and to inform the seller. If the customer does not comply with this, this has no effect on his legal or contractual claims for defects.

## **8) Applicable Law**

**8.1** All legal relations of the parties are subject to the law of the Federal Republic of Germany excluding the laws on the international purchase of movable goods. For consumers, this choice of law applies only insofar as the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

**8.2** Further, this choice of law with regard to the statutory right of revocation does not apply to consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole residence and delivery address at the time of conclusion of the contract is outside the European Union.