

General Terms and Conditions

§ 1 Scope

I. These General Terms and Conditions of Sale (hereinafter: GTC) shall apply to all contracts concluded via our online shop between us,

Nowel, Jürgen and Rehn, Florian GbR, Goethestr. 73, 34119 Kassel,
Managing Directors: Jürgen Nowel and Florian Rehn,

and you as our customers. The GTC shall apply regardless of whether you are a consumer, entrepreneur or merchant.

II. The relevant version of the GTC shall be the version that is valid upon the conclusion of the respective contract.

III. We will not accept any customer's terms and conditions which differ from ours. The same shall also apply if we do not expressly object to the inclusion of such terms.

§ 2 Conclusion of the Contract

I. The display and advertisement of items in our online shop shall not constitute a binding offer for the sale of certain items.

II. By placing an order via the online shop by clicking on the button "Order now", you are placing a legally binding order. You shall be bound to your order for a period of two (2) weeks after placing the order; any right you may have to cancel your order under § 7 shall remain unaffected.

III. We will immediately confirm the receipt of your order placed via our online shop by sending you a confirmation email. This email shall not constitute the binding acceptance of the order, unless it contains a statement of acceptance in addition to the confirmation of receipt.

IV. A contract shall only be concluded if we accept your order by means of an acceptance statement or by delivering the items ordered.

V. We can accept orders for delivery abroad only for order amounts exceeding a certain minimum. The minimum order amount is indicated in the price information provided in our online shop.

§ 3 Prices and Shipping

I. All prices indicated in our online shop are gross prices that already include value added tax (VAT). The relevant shipping charges shall be added and shall be payable by you except in the case of specially marked offers.

II. The shipping charges are specified in the prices indicated in our online shop. The price including VAT and any shipping costs is also indicated in the order form before you submit the order.

III. If we send your order in partial deliveries in accordance with § 5 (1), you shall only be responsible for the shipping costs applicable to the first partial delivery. If partial deliveries are carried out at your request, we will charge shipping costs for each partial delivery.

IV. If you effectively cancel your acceptance of the contract in accordance with § 7, you shall be entitled to request the reimbursement of the shipping charges already paid for the original delivery.

§ 4 Terms of Payment and Set-Off Against Claims

I. The purchase price and shipping charges shall be paid in advance to the account number indicated in the order confirmation; payments may be made by PayPal, credit card or SEPA direct debit mandate.

II. You shall not be entitled to set off counterclaims against our payment claims unless your counterclaims have been finally adjudicated by a competent court or are undisputed.

§ 5 Terms of Delivery

I. We shall be entitled to make partial deliveries, provided that this is reasonable for you.

II. The items shall be shipped within a period of approximately ten (10) business days. The ten-day period will begin upon receipt of the payment on our account.

§ 6 Reservation of Title

The delivered items shall remain our property until the purchase price has been paid in full.

§ 7 Right to Cancel

I. If you are a consumer (i.e. a natural person who submits the order for a purpose that cannot be attributed to your commercial activity or self-employment), you will be entitled to cancel the order in accordance with the statutory provisions.

II. The cancellation policy is set forth on the information pages of our website. The cancellation policy shall also be sent to you by email when your order is confirmed, and/or in written form upon delivery.

III. Should you choose to exercise your right to cancel the order, you shall be responsible for bearing the costs of returning the item(s) ordered.

IV. Furthermore, the right to cancel shall be subject to the regulations set forth in detail in the cancellation policy.

§ 8 Defects as to Quality or Title

I. Should the items delivered have any defects as to quality or title, you shall have all the rights granted to you under the statutory provisions, but with the proviso that the restrictions and exclusions provided in § 9 shall apply to claims for damages or compensation for futile expenditure.

II. Any seller's warranties given by us for certain items, or manufacturer's warranties granted by the manufacturers of certain items, shall apply in addition to the claims due to defects as to quality or title within the meaning of subsection 1. The details of the scope of such warranties are set forth in the warranty terms that may be included with the items delivered.

§ 9 Liability

I. We shall be liable towards you in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with the statutory provisions for damages or compensation for futile expenditure.

II. In other cases, we shall be liable - unless otherwise provided for in subsection 3 - only in the case of a breach of a contractual obligation the fulfilment of which is a fundamental prerequisite for the implementation of the contract, and if you as a customer can normally expect such an obligation to be fulfilled ("Kardinalpflicht"); our liability in such cases shall be limited to

compensation for foreseeable, commonly occurring damages. In all other cases, liability on our part shall be excluded subject to the regulation in subsection 3 below.

III. Our liability for damages arising from injury to life, body or health, and under the Product Liability Act, shall remain unaffected by the above limitations and exclusions.

§ 10 Applicable Law and Venue

I. The law of the Federal Republic of Germany shall apply, excluding UN Convention on the International Sale of Goods. If you place your order as a consumer, and if, at the time you place your order, you are ordinarily resident in another country, the applicability of mandatory legislation of such country shall remain unaffected by the choice of law established in sentence 1.

II. If you are a merchant and if, at the time you place your order, you are based in Germany, exclusive venue shall be Kassel, Germany, the location of our headquarters. In other respects, the local and international jurisdiction shall be governed by the applicable statutory provisions.