

Terms & Conditions

§ 1. Purpose

- 1.1. These Terms & Conditions ('T&C') are between Eva Hotz, Cheliusstr. 16, 68187 Mannheim, Germany ('Seller') and an end-consumer, who wishes to buy products from the Online-Shop ('Buyer')
- 1.2. An end-consumer is any natural person, who wishes to enter into a legal transaction, which is neither for commercial / trade / industrial purposes nor for self-employed purposes.
- 1.3. The products offered by the Seller are sold under the label of 'Rantipole'. It is the Sellers' registered brand.

§ 2. Offer & Conclusion of Contract

- 2.1. The products offered are subject to change.
- 2.2. The following steps in the Online-Shop are not legally binding:
 - [a] The Buyer is looking at products and places them in a virtual shopping cart by clicking on the button 'add to cart'.
 - [b] The Buyer can look through the chosen products in the virtual shopping cart at any time. Adjustments to the quantity of products to be bought can be made at any time by the Buyer.
 - [c] The Buyer can either buy products as a guest without first registering or the Buyer can log-into the Buyers' account.
 - [d] On the summary page, the Buyer can double check the contact details, the chosen products and quantity. Amendments can still be made at this stage.
 - [e] The Buyer must check the boxes for "Terms & Conditions" and "Right of Withdrawal". It is possible to read, print and save the "Terms & Conditions".
- 2.3. Once the Buyer follows all steps under § 2.2. and presses the button "Order with an obligation to pay", there will be a binding offer, which will be forwarded to the Seller.
- 2.4. The Buyer will receive an e-mail from the Seller confirming receipt of the Buyers purchase, listing all the chosen products. A Right of Withdrawal declaration is also attached to this email. This is not a binding contract but merely confirms receipt of the order by the Seller.
- 2.5. The contract will become binding when the Seller either specifically confirms the order in writing and / or the ordered products are being sent to the Buyer.

§ 3. Product Description & Information

- 3.1. The Buyer can view a detailed description of the individual products offered in the Online-Shop including but not limited to any special offers being made during a specific time frame.
- 3.2. The Buyer must follow the washing and care instruction of each individual product. The Seller will not be held liable where the Buyer fails to take due care in accordance with this clause and the purchased product is being damaged due to this.
- 3.3. Any product ordered, which is specifically customised to the Buyers wishes, will be excluded from the Buyers' 'Right of Withdrawal' (§ 11). This includes but is not limited to the change of length and or width of a product or where the Buyer wishes to use a service to individualise and / or change the product.
- 3.4. When ordering Products in accordance with § 3.3., the Seller will mark these products on the order confirmation as "individual".
- 3.5. Should the Buyer order the product "Sticker", the Buyer hereby declares that these stickers are being used for personal use only. Attaching the stickers to any public places and / or using the stickers for non-personal use is prohibited. Under no circumstances will the Seller be held responsible in any way whatsoever, should the Buyer not adhere to this § 3.5.

§ 4. Product Availability

- 4.1. Should the product being ordered by the Buyer be:
 - [a] permanently unavailable, the Seller will notify the Buyer immediately of this by way of email; or
 - [b] only temporarily unavailable, the Seller will notify the Buyer of this during the order confirmation. The Seller will then mention the estimated new delivery time. Should such estimated delivery time exceed 4 weeks from the actual delivery time, either the Seller or the Buyer are entitled to rescind the contract. Any payments already made by the Buyer must be returned immediately.

§ 5. Price & Postage

- 5.1. All prices stated in the Online-Shop are end-prices in the Euro-currency excluding any postage or shipping charges. Due to the Sellers' small company status and in accordance with § 19 UStG, the Seller will not levy any sales tax and is therefore not stating this on the invoice.

- 5.2. Any postage and/or shipping charges for the delivery or the returning of the ordered products must be paid by the Buyer.
- 5.3. The postage and shipping flat-rate charges for packages with insured standard shipping via Hermes or Deutsch Post are:
- [a] within Germany: **5,50 Euros**
 - [b] rest of Europe: **15,50 Euros**
- 5.4. Small packages (maximum of 9 small products like buttons or stickers) are posted as registered post via the Deutsche Post. This only applies to a delivery address within Germany. The postage flat-rate for this service amounts to **3,60 Euros**.
- 5.5. For an order with a delivery address within Germany, should the order value exceed 200 Euros, no postage fees will apply.
- 5.6. The Seller will not sell any products to Switzerland.
- 5.7. A summary of all prices, including the postage and shipping charges, will be shown to the Buyer before actually submitting the order to the Seller.
- 5.8. The Products will be send and / or shipped at the Sellers discretion either with Hermes Paketservice or with Deutsche Post.
- 5.9. Where Products are being sent to Buyers outside Germany, additional costs depending on foreign laws may apply. Under no circumstance will the Seller be held responsible for the assessment or payment of any such fees.

§ 6. Payment of Invoice

- 6.1. The Buyer has the following options to pay for the Products in the Euro-currency:
- [a] advanced payment / bank transfer;
 - [b] cash on delivery (only available in Germany)
 - [c] voucher.
- 6.2. Within Germany the Buyer may elect to pay the Products by way of cash on delivery. In this case, additional charges apply, which must be paid directly to the delivery company. These are as follows:
- [a] Hermes: **6,00 Euros** (insured standard shipping)
 - [b] Deutsche Post: **4,00 Euros** (small packages)
- 6.3. The purchase price of the Products is due when the Buyer receives the invoice by e-mail.
- 6.4. Should the Buyer fail to pay the invoice within 7 days from the invoice date, the Seller will have the right to cancel the order.
- 6.5. The account details for the Seller are:
- Bank Name: Triodos Bank N.V. Deutschland**
Account Name: Eva Hotz
IBAN: DE64 5003 1000 1026 2050 06
BIC: TRODDF1
- 6.6. Should the Buyer live in a European country, which does not have the Euro-currency and / or the Buyer is transferring the due amount from a non-Euro account, it is the Buyer who has to bear all costs including but not limited to the exchange rate differences and the transfer fees for making such bank transfer. Should there be any difference between the amount invoiced and the amount paid, the Seller will immediately contact the Buyer in writing regarding this. It is the Buyers responsibility to rectify any such shortfall immediately. The Seller is only obliged to send the ordered products once the full invoice amount is paid in full and the money actually show on the Sellers' bank account.
- 6.7. The Buyer is entitled to pay for the order by way of voucher. Where the amount due exceeds the voucher amount, the Buyer must use another payment-option as listed under § 6.1. A cash refund of any voucher is not possible.

§ 7. Term of delivery & Delivery date

- 7.1. The term of delivery and the delivery date are only binding, once they are confirmed in writing.
- 7.2. As soon as the invoiced amount has been paid in accordance with § 6 and the amount was credited to the Sellers bank account, the order will be sent to the Buyer, subject to any specified delivery dates.

§ 8. Warranty

- 8.1. Should the Buyer have any complaint regarding a product ordered or should the ordered Product have a defect, it is the Seller who is entitled to either request a remedy of that product or a substitute delivery for that product. The Buyer must only return the faulty product to the Seller once the Seller has agreed to this and the Buyer has been notified of this accordingly.
- 8.2. Should the same problem persist after § 8.1. has been applied, it is the Buyer who can either choose for the purchase price of that product to be reduced or for the contract to be rescinded. A claim for damages is only possible in accordance with § 9.
- 8.3. The Seller does not offer any guarantees of whatsoever nature to the Buyer.

§ 9. Limitation of liability

- 9.1. Any potential negligence claims are limited to the direct foreseeable damage of that contract. This also applies to vicarious liability.
- 9.2. The above limitation does not apply to bodily harm or loss of life of the Buyer. Any other claims including but not limited to fraudulent matters of defect, warranty or product liability remain untouched.
- 9.3. The warranty obligation for end-users is two years from the date of the delivery of the product.

§ 10. Retention of Ownership

- 10.1. The ordered products will remain the Sellers' property until they are being paid in full by the Buyer.

§ 11. Right of Withdrawal

- 11.1. The Buyer has the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which the Buyer acquires, or a third party other than the carrier and indicated by the Buyer acquires, physical possession of the products.

To exercise the right of withdrawal, the Buyer must inform the Seller

Eva Hotz, Chelliusstr. 16, 68167 Mannheim, Germany

Tel: +49 (0) 621 3197 5822

E-Mail: info@rantipole.eu

of the decision to withdraw from this contract by an unequivocal statement (e.g. letter sent by post, fax or e-mail). The Buyer may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for the Buyer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If the Buyer withdraws from this contract, the Seller shall reimburse to the Buyer all payments received from the Buyer, including the costs of delivery (with the exception of the supplementary costs resulting from the Buyers' choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller), without undue delay and in any event not later than 14 days from the day on which the Seller is informed about the Buyers' decision to withdraw from this contract. The Seller will carry out such reimbursement using the same means of payment as the Buyer used for the initial transaction, unless the Buyer has expressly agreed otherwise; in any event the Buyer will not incur any fees as a result of such reimbursement.

The Seller may withhold reimbursement until the Seller has received the product back or the Buyer has supplied evidence of having sent back the product, whichever is the earliest.

The Seller shall send back the product or hand them over to the Seller, without undue delay and in any event not later than 14 days from the day on which the Buyer communicates the withdrawal from this contract to the Seller. The deadline is met if the Seller sends back the product before the period of 14 days has expired.

The Seller will have to bear the direct cost of returning the product.

The Buyer is only liable for any diminished value of the product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the product.

- 11.2. The right of withdrawal does not apply, where the Buyer has asked the Seller to individualise or personalise the product being purchased.

§ 12. Data Protection

- 12.1. The Seller is collecting and saving customer data in order to process the order in accordance with § 33 BDSG. The Seller thereby observes any Federal Data Protection Act and telecommunication laws. The Seller will only use and process customer data as is necessary in order to deal with the order without the prior authority of the Buyer.
- 12.2. The Seller will not use the Buyers' data for advertisement or marketing purposes without the Buyers' authority.
- 12.3. Should the Buyer wish to make amendments, close or delete any saved data, this must be communicated to the Seller in writing.
- 12.4. When ordering as a guest, the following Buyers' data is being retained: first name, surname, e-mail, payment details, postal address (where different to payment address) and details of the actual order (e.g. kind of product, price).
- 12.5. Where the Buyer opened an account, the following data is being retained by the Seller: first name, surname, e-mail, payment address, postal address (where different to payment address), details of the actual order (e.g. kind of product, price) and a password. The Buyer can save up to 5 postal addresses. The Buyer can view the last 5 orders.
- 12.6. The data under § 12 is saved for as long as is it is necessary to complete the Buyers' order. Deletion of some data may only take place after the legal retention period for trade and accounting purposes.

13. General

- 13.1. All disputes resulting from this contract are based on German law under the exclusion from the UN-Purchase Law.
- 13.2. The language of the contract is German.
- 13.3. The Seller can translate these T&C in other languages. In case of any discrepancies due to the translation, the contract language for clarification purposes shall remain the language as set out in 13.2.

APPENDIX 1

Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract)

To

**Eva Hotz
Chelliusstr. 16
68167 Mannheim
Germany**

Tel.: +49(0)621 31975822

E-Mail: info@rantipole.eu

I / We (*) hereby give notice that I / We (*) withdraw from my / our (*) contract of sale of the following goods (*):

Ordered on (*) / received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s)
(only if this form is notified on paper)

Date

(*) Delete as appropriate.