

# 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 StefansLipoShop GmbH (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** For contracts regarding the delivery of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.

**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. A trader pursuant to these GTC is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

## 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 are merely descriptions which allow the Client to submit a binding offer.

**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 virtual basket. The Client may also submit his offer to the Seller by telephone, fax, e-mail or post.

**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 as receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client, insofar as receipt of goods by the Client is decisive, or
- by requesting the Client to pay after placing his order.

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 the Client chooses "PayPal Express" when placing his order, payment processing is handled by the payment service provider PayPal (Europe) S.a.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"). The PayPal terms of use will apply; they can be viewed at:

<https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full>. In case the Client has no PayPal account, the conditions for payments without PayPal account will apply; they can be viewed at: <https://www.paypal.com/uk/webapps/mpp/ua/privacywax-full>.

If the Client chooses "PayPal Express" as payment method, he also initiates a payment order to PayPal by clicking the button finalizing the order process. In this case, the Seller hereby declares his acceptance of the Client's offer at the time when the Client initiates the payment transaction by clicking the button finalizing the ordering 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. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

**2.6** Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by attentively reading the information displayed on the screen. Use of 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 take 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 is provided in the Seller's instruction on cancellation.

**3.3** The right to cancel does not apply to consumers who are not nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address are located outside the European Union at the time of concluding the contract.

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

**4.1** Unless otherwise stated in the product descriptions, prices indicated are total prices and include the statutory value-added tax. 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 be incurred 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 additional costs regarding money transfer may also be incurred, if the Client carries out the payment from a country outside the European Union, even if delivery is not made in a country outside the European Union .

**4.4** If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

**4.5** If the payment method "purchase on account" is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is to be paid within 30 (thirty) days from receipt of the invoice without deduction, unless otherwise agreed. The Seller reserves the right to offer the payment method "purchase on account" only up to a certain order volume, and he may refuse this payment method if the specified order volume is exceeded. In this case, the Seller will inform the Client in his payment information displayed in the online shop of a corresponding payment restriction. The Seller also reserves the right to carry out a creditworthiness check when the payment method "purchase on account" is selected, and he may reject this payment

method in the event of a negative creditworthiness check.

**4.6** If the payment method "PayPal invoice" is selected, the Seller assigns his payment claim to PayPal. Before accepting the Seller's declaration of assignment, PayPal carries out a credit check using the transmitted Client data. The Seller reserves the right to refuse the Client the payment method "PayPal invoice" in case of a negative credit check. If the payment method "PayPal Invoice" is accepted by PayPal, the Client must pay the invoice amount to PayPal within 30 days from receipt of the goods, unless PayPal specifies a different payment term. In this case, he can only make only payments with debt-discharging effect to PayPal. However, in the event of assignment of claims, the Seller shall remain responsible for general customer inquiries, e. g. regarding the goods, delivery time, dispatch, returns, complaints, cancellation declarations or credit notes. In addition, the General Terms and Conditions of Use for the use of the payment method "purchase" on account with PayPal shall apply; these conditions can be viewed at <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full>.

**4.7** If the payment method "direct debit via Heidelpay" is selected, payment processing is carried out via the payment service provider Heidelberger Payment GmbH, Vangerowstr. 18,69115 Heidelberg (hereinafter referred to as "Heidelpay"), to which the Seller assigns his payment claim. Prior to acceptance of the Seller's declaration of assignment, Heidelpay shall carry out a credit assessment using the Client's data transmitted. The Seller reserves the right to refuse the Client the method of payment "direct debit via Heidelpay" in the event of a negative test result. If the method of payment "direct debit via Heidelpay" is permitted by Heidelpay, Heidelpay will collect the invoice amount from the Client's bank account after issuing a SEPA direct debit mandate, but not before expiry of the deadline for pre-notification. Pre-notification means any communication (e. g. invoice, policy, contract) to the Client announcing a debit via SEPA direct debit. If the direct debit is not honoured due to insufficient account coverage or due to the indication of an incorrect bank account, or if the Client objects to the debit, even though he is not entitled to do so, the Client shall bear the fees arising from the reversal of the respective bank, if he is responsible for this.

Payment by direct debit via Heidelpay is excluded,

- if the order value is less than 25,00 Euro,
- if the delivery address provided by the Client is not identical with the billing address, in particular if a packing station or a P. O. box is specified as the delivery address, or
- if the Client is under 18 years of age.

The Seller also reserves the right to offer the "direct debit payment method via Heidelpay" only up to a certain order volume and to reject this payment method if the specified order volume is exceeded. In this case, the Seller will inform the Client in his online payment information of a corresponding payment restriction.

**4.8** If the payment method "PayPal direct debit" is selected, PayPal collects the invoice amount from the Client's bank account on behalf of the Seller after a SEPA direct debit mandate has been issued, but not before the deadline for pre-notification has expired. Pre-notification means any communication (e. g. invoice, policy, contract) to the Client announcing a debit via SEPA direct debit. If the direct debit is not honored due to

insufficient account coverage or due to the indication of an incorrect bank account, or if the Client objects to the debit, even though he is not entitled to do so, the Client shall bear the fees arising from the reversal of the respective bank, if he is responsible for this.

**4.9** When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. 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 which can be viewed at: <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. In case the client has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at: <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full>.

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

**5.1** Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. In the case of an order placed via the Seller's online order form, the delivery address specified in the online order form 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 from receiving the offered service, unless the Seller has notified the Client for a reasonable time in advance about the service.

**5.3** In case the Client is a trader, the risk of accidental destruction and accidental deterioration of the sold goods shall be transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment. In case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client upon delivery of the goods to the Client or to an authorized recipient. Deviating from this, even in case the Client is a consumer, the risk of accidental destruction and accidental deterioration of the sold goods is transferred to the Client upon delivery of the goods to the freight forwarder, carrier or other person or institution designated with the task of performing shipment, if the Client has instructed the freight forwarder, carrier or other person or institution designated with the task of performing shipment to carry out the delivery of the goods and if the choice of this person or institution was not previously offered by the Seller.

**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.

**5.5** Should the Client collect the goods himself, the Seller informs the Client by e-mail that the goods are available for collection. After receiving the e-mail, the Client may collect the goods in consultation with the Seller. In this case, shipment costs will not be charged.

## **6) Reservation of Proprietary Rights**

If the Client is a consumer, the Seller retains title of ownership to the delivered goods until the purchase price owed has been paid in full.

**6.1** If the Client is a trader, the Seller reserves title to the goods delivered until the fulfillment of all claims arising out of the current business relationship.

**6.2** If the Client is a trader, he is entitled to resell the reserved goods in the course of regular business operations. All claims resulting from such course of business against a third party shall herewith be assigned in advance to the Seller in the amount of the respective invoice value (including VAT). This assignment of claims shall be valid regardless of whether the reserved goods are processed prior to or after resale or not. The Client remains entitled to collect the claims even after assignment. However, the Seller shall refrain from collecting the claims as long as the Client meets his payment obligations, he is not in default, and no application has been lodged to open insolvency proceedings.

## **7) Warranty**

Should the object of purchase be deficient, statutory provisions shall apply. Deviating therefrom, the following shall apply:

**7.1** For traders,

- a marginal defect shall generally not constitute warranty claims defects,
- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for defects shall be one year from transfer of risk,
- for used goods, rights and claims for defects are generally excluded,
- the limitation period shall not recommence if a replacement delivery is carried out within the scope of liability for defects.

**7.2** If the Client acts as a consumer, the following restriction applies to used goods: Claims for defects are excluded if the defect does not occur until one year after delivery of the goods. Defects that occur within one year of delivery of the goods can be asserted within the statutory limitation period.

**7.3** The aforementioned limitations of liability and the restrictions of limitation periods do not apply

- to a product, which was not used, in accordance with its usual application, for building

- construction and which was the cause of the building's defectiveness,
- to claims for damages and reimbursement of expenses by the Client.
  - If the Seller has fraudulently concealed the defect.

**7.4** Furthermore, for traders the statutory limitation periods for recourse claims pursuant to section 445b of the German Civil Code (BGB) remain unaffected.

**7.5** 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.

**7.6** If the Client is 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.

**7.7** 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.

## **8) Liability**

The Seller shall be liable to the Client for any contractual and quasi-contractual claims and for claims of liability in tort regarding damages and effort compensation as follows:

**8.1** The Seller shall face unlimited liability regardless of the legal ground

- in case of intent or gross negligence,
- in case of injuries of life, body, or health resulting from intent or negligence,
- in case of a promise of guarantee, unless otherwise provided,
- in case of liability resulting from mandatory statutory provisions such as the product-liability-law.

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**8.2** If the Seller negligently infringes an essential contractual duty, the liability to pay damages shall be limited to the foreseeable, typically occurring damage, unless unlimited liability applies pursuant to the aforementioned Section. Essential significant contractual obligations are obligations the contract imposes on the Seller according to its content to meet the purpose of the contract and whose fulfillment is essential for the due and proper implementation of the contract and on the fulfillment of which the Client can regularly rely.

**8.3** For the rest, the Seller's liability is excluded.

**8.4** The aforementioned provisions on liability apply also to the Seller's liability regarding his legal representatives and vicarious agents.

## **9) Redemption of Campaign Vouchers**

**9.1** Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can be redeemed only in the Seller's online shop and only within the indicated time period.

**9.2** Campaign vouchers can be redeemed only by consumers.

**9.3** Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

**9.4** Campaign vouchers must be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

**9.5** Only one campaign voucher can be redeemed per order.

**9.6** The goods value should at least be equal to the amount of the campaign voucher. The Seller will not refund remaining assets.

**9.7** If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

**9.8** The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

**9.9** The campaign voucher will not be redeemed if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

**9.10** The campaign voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the campaign voucher in the Seller's online shop. This does not apply if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

## **10) Applicable Law**

**10.1** 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 applies only 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.

**10.2** Furthermore, this choice of law regarding the right to cancel does not apply to consumers who are not nationals of a Member State of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address are located outside of the European Union at the time of concluding the contract.

## **11) Place of Jurisdiction**

If the Client is a businessman, a legal entity of public law, or a separate estate under public law with its seat in the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract. If the Client is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract, provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases, the Seller is entitled to appeal to the court which has jurisdiction over the area where the Client's place of business is located.

## **12) Alternative Dispute Resolution**

**12.1** 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.

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