

General Terms and Conditions

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1) Scope of Application

1.1 These General Terms and Conditions of the company get your goods 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 Terms and Conditions 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 Terms and Conditions 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.

1.4 Digital content in the sense of these General Terms and Conditions are all data not on a tangible medium which are produced in digital form and are supplied by the Seller by granting certain usage rights precisely defined in these General Terms and Conditions.

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 telephone, fax, e-mail, postal service or per online contact form.

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 customer 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 the Client chooses the payment method "Amazon Payments", payments are processed by the payment service provider Amazon Payments Europe s.c.a., 5 Rue Plaetis, L-2338 Luxemburg (hereinafter referred to as „Amazon“).

If the Client chooses "Amazon Payments" as payment method during the online ordering process, he, at the same time, makes a payment order to Amazon when initiating the payment transaction by clicking the button finalizing the ordering process. In this case, the Seller declares his acceptance of the Client's offer already 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 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. Particularly, 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 informations about the right to cancel are provided in the Seller's instruction on cancellation.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated 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 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

4.4 If the SEPA direct debit payment method is selected, the invoice amount is due for payment after a SEPA direct debit mandate has been issued, but not before the deadline for pre-notification has expired. The direct debit will be collected when the ordered goods leave the Seller's warehouse, but not before the deadline for pre-notification has expired. Pre-notification means any communication (e. g. invoice, policy, contract) of the Seller to the Client which announces a debit by means of 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. The Seller reserves the right to carry out a creditworthiness check when the payment method SEPA direct debit is selected and may reject this payment method in the event of a negative creditworthiness check.

4.5 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 called "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/de/webapps/mpp/ua/privacywax-full>

4.6 If the payment method "immediate bank transfer" is selected, payment processing is carried out via the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (hereinafter referred to as "IMMEDIATE"). In order to be able to pay the invoice amount via "immediate bank transfer," the Client must have an online banking account with the PIN/TAN method that is activated for participation in "immediate bank transfer," he must have the appropriate credentials during the payment process, and he must confirm the payment instruction to IMMEDIATE. The payment transaction will be executed immediately afterwards and the Client's bank account debited accordingly. Further information on the payment method "immediate bank transfer" can be called up by the Client on the Internet at

<https://www.sofort.com/ger-DE/kaeufersu/so-funktioniert-sofort-ueberweisung/>.

4.7 If the method of payment Klarna Invoice Purchase or the method of payment Klarna Installment Purchase is selected, payment processing is carried out via Klarna AB (publ) [<https://www.klarna.com/de>], Sveavägen 46, 111 34 Stockholm, Sweden (hereinafter referred to as "Klarna"). Further information on Klarna Invoice and Installment Purchase as well as the terms and conditions of Klarna can be found in the Seller's payment information, which can be viewed at the following Internet address:

http://cdn.klarna.com/1.0/shared/content/legal/terms/Klarna/en_gb/checkout

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. During the processing of the transaction, the delivery address indicated in the Seller's order processing is 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 If goods are delivered by freight carrier, the goods shall be delivered free curbside that is to say to the public curbside stones which are closest to the delivery address, unless otherwise stipulated in the shipping information displayed in the Seller's online shop or unless otherwise agreed.

5.4 Personal collection is not possible for logistical reasons.

6) 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.

7) Warranty

7.1 Should the object of purchase be deficient, statutory provisions shall apply.

7.2 Deviating hereof regarding 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.

The shortening of the limitation period does not apply,

- for 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,
- for claims for damages and reimbursement of expenses on the part of the Client, and
- if the Seller has fraudulently concealed the defect.

7.3 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Redemption of campaign vouchers

8.1 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 only be redeemed in the Seller's online shop and only within the indicated time period.

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

8.3 Campaign vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

8.4 Only one campaign voucher can be redeemed per order.

8.5 The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

8.6 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.

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

8.8 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.

8.9 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.

9) Applicable Law

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.

10) 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 call the court responsible for the seat of the Client.

11) Code of conduct

11.1 The Seller meets the quality standards „EHI certified Online Shop of the EHI Retail Institute GmbH, which can be viewed at <http://www.shopinfo.net/haendler/kriterien/index.html>.

11.2 The Seller meets the quality standards of Trusted Shops, which can be viewed at www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf

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.