

General Terms and Conditions

Terms and Conditions

This website is operated by_____. Throughout the site, the terms "we", "us", "our" and "entrepreneur" refer to_____. _____ offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You may not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ARTICLE 1 - DEFINITIONS

In these terms and conditions the following terms shall have the following meanings:

Reflection period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who is not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;

Day: 14 Calendar Days

Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;

Durable medium: any instrument which enables the consumer or entrepreneur to store information addressed personally to him in a way accessible for future consultation and unaltered reproduction of the stored information.

Right of withdrawal: the possibility for the consumer to cancel the distance contract within the cooling-off period;

Entrepreneur: the natural or legal person who offers products and/or services remotely to consumers;

Distance contract: an agreement whereby, within the framework of a system organised by the entrepreneur for the distance sale of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;

Distance communication technology: means that can be used to conclude an agreement without the consumer and entrepreneur being in the same place at the same time.

General Terms and Conditions: these General Terms and Conditions of the entrepreneur.

ARTICLE 2 - IDENTITY OF THE ENTREPRENEUR

[Company information to be filled in later]

ARTICLE 3 - APPLICABILITY

These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract and orders concluded between entrepreneur and consumer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, it will be indicated before the distance contract is concluded that the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge to the consumer as soon as possible at the consumer's request.

If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be consulted electronically and that they will be sent free of charge to the consumer electronically or otherwise at the consumer's request.

In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply accordingly and, in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that is most favourable to him.

If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the agreement and these terms and conditions will otherwise remain in force and the provision in question will be replaced without delay by mutual agreement by a provision that approximates the purport of the original as closely as possible.

Situations not covered by these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.

Any ambiguities regarding the interpretation or content of one or more provisions of our terms and conditions should be interpreted 'in the spirit' of these general terms and conditions.

ARTICLE 4 - THE OFFER

If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.

The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the consumer to properly assess the offer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.

All images, specifications and data in the offer are indicative and cannot lead to compensation or termination of the agreement. Images with products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colours exactly match the real colours of the products.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:

- the price, excluding customs clearance costs and import VAT. These additional costs will be at the expense and risk of the customer. The postal and/or courier service will use the special arrangement for postal and courier services with regard to the import. This arrangement applies if the goods are imported into the EU country of destination, which is also the case in this case. The postal and/or courier service collects the VAT (whether or not together with the customs clearance costs charged) from the recipient of the goods;
- any shipping costs;
- the manner in which the agreement will be concluded and the actions required for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and execution of the agreement;
- the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
- the level of the rate for distance communication if the costs of using the distance communication technology are calculated on a basis other than the regular basic rate for the means of communication used;
- whether the agreement is archived after it has been concluded and, if so, how the consumer can consult it;
- the manner in which the consumer, before concluding the agreement, can check and, if necessary, correct the data provided by him in the context of the agreement;
- any other languages in which, in addition to English, the agreement may be concluded;
- the codes of conduct to which the entrepreneur has submitted and the manner in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in the event of a continuous transaction.

Optional: available sizes, colours, type of materials.

ARTICLE 5 - THE AGREEMENT

Subject to the provisions of paragraph 4, the agreement is concluded at the time the consumer accepts the offer and meets the conditions set therein.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

The entrepreneur may - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur, based on this investigation, has good reasons not to enter into the contract, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:

- the visiting address of the entrepreneur's establishment where the consumer can go with complaints;
- the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- the information about guarantees and existing after-sales service;
- the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;
- the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

In the case of a continuing transaction, the provision in the previous paragraph only applies to the first delivery.

Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

ARTICLE 6 – RIGHT OF WITHDRAWAL

When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for 14 days. This cooling-off period commences on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.

During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

If the consumer wishes to exercise his right of withdrawal, he is obliged to notify the entrepreneur of this within 14 days after receiving the product. The consumer must make this known by means of a written message/email. After the consumer has indicated that he wishes to exercise his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods were returned on time, for example by means of proof of shipment.

If the customer has not indicated that he wishes to exercise his right of withdrawal after the expiry of the periods mentioned in paragraphs 2 and 3 or has not returned the product to the entrepreneur, the purchase is a fact.

ARTICLE 7 - COSTS IN THE EVENT OF WITHDRAWAL

If the consumer exercises his right of withdrawal, the costs of returning the products will be borne by the consumer.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after cancellation. The condition here is that the product has already been received back by the web shop or conclusive proof of complete return can be provided.

ARTICLE 8 - EXCLUSION OF RIGHT OF WITHDRAWAL

The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in good time before the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for products:

- which have been created by the entrepreneur in accordance with the consumer's specifications;
- that are clearly personal in nature;
- which by their nature cannot be returned;
- that can spoil or become outdated quickly;
- the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
- for individual newspapers and magazines;

- for audio and video recordings and computer software where the consumer has broken the seal.
- for hygiene products where the consumer has broken the seal.

Exclusion of the right of withdrawal is only possible for services:

- concerning accommodation, transport, catering or leisure activities to be performed on a specific date or during a specific period;
- the supply of which has commenced with the express consent of the consumer before the cooling-off period has expired;
- concerning betting and lotteries.

ARTICLE 9 - THE PRICE

We reserve the right to change the prices of the products and/or services offered during the period of validity stated in the offer, also as a result of changes in VAT rates.

By way of exception to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This subjection to fluctuations and the fact that any prices stated are target prices shall be stated in the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

- these are the result of statutory regulations or provisions; or
- the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

The place of delivery is, pursuant to article 5, paragraph 1, of the Turnover Tax Act 1968, in the country where the transport commences. In the present case, this delivery takes place outside the EU. Following this, the postal or courier service will collect import VAT or customs clearance costs from the customer. Therefore, no VAT will be charged by the entrepreneur.

All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In the event of printing and typographical errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

ARTICLE 10 - CONFORMITY AND WARRANTY

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations in force on the date the agreement was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

A guarantee provided by the entrepreneur, manufacturer or importer does not affect the statutory rights and claims that the consumer can assert against the entrepreneur under the agreement.

Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 14 days of delivery. Return of the products must be in the original packaging and in new condition.

The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

The warranty does not apply if:

- The consumer has repaired and/or modified the delivered products himself and/or has had them repaired and/or modified by third parties;
- The delivered products have been exposed to abnormal conditions or have otherwise been treated carelessly or in conflict with the instructions of the entrepreneur and/or on the packaging;
- The defectiveness is wholly or partly the result of regulations that the government has imposed or will impose with regard to the nature or quality of the materials used.

ARTICLE 11 – DELIVERY AND EXECUTION

The entrepreneur will take the greatest possible care when receiving and executing orders for products.

The place of delivery is the address that the consumer has made known to the company.

Taking into account what is stated in article 4 of these general terms and conditions, the company will execute accepted orders with due speed but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be executed or can only be executed in part, the consumer will receive notification of this at the latest 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.

In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after dissolution.

If delivery of an ordered product proves impossible, the entrepreneur will make an effort to provide a replacement article. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement article is being delivered. The right of withdrawal cannot be excluded for replacement articles. The costs of any return shipment are for the account of the entrepreneur.

The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a previously designated representative made known to the entrepreneur, unless expressly agreed otherwise.

ARTICLE 12 – DURATION TRANSACTIONS: DURATION, TERMINATION AND EXTENSION

Cancellation

The consumer may at any time terminate an agreement entered into for an indefinite period and which extends to the regular delivery of products (including electricity) or services, taking into account the agreed termination rules and a notice period of no more than one month.

The consumer may terminate an agreement entered into for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, taking into account the agreed termination rules and a notice period of no more than one month.

The consumer may terminate the agreements referred to in the previous paragraphs:

- cancel at any time and not be limited to cancellation at a specific time or during a specific period;
- at least cancel in the same manner as they were entered into by him;
- always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension

An agreement entered into for a fixed period and aimed at the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed period.

By way of exception to the previous paragraph, an agreement entered into for a fixed period and aimed at the regular delivery of daily newspapers, weekly newspapers and magazines may be tacitly extended for a fixed period of up to three months, if the consumer can cancel this extended agreement at the end of the extension with a notice period of up to one month.

An agreement entered into for a fixed period and which provides for the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of no more than three months in the event that the agreement provides for the regular, but less than once a month, delivery of daily newspapers, news and weekly newspapers and magazines.

An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines for the purpose of getting to know each other (trial or introductory subscription) will not be automatically extended and will end automatically after the trial or introductory period.

Duration

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed term.

ARTICLE 13 – PAYMENT

Unless otherwise agreed, amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this period commences after the consumer has received confirmation of the agreement.

The consumer has the duty to report any inaccuracies in payment details provided or stated to the entrepreneur without delay.

In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

ARTICLE 14 – COMPLAINTS PROCEDURE

Complaints about the performance of the agreement must be submitted to the entrepreneur fully and clearly described within 7 days after the consumer has discovered the defects.

Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed answer.

If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.

A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur indicates otherwise in writing.

If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at its discretion, either replace or repair the delivered products free of charge.

ARTICLE 15 – DISPUTES

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by US law. Even if the consumer resides abroad.

ARTICLE 16 - PERSONAL INFORMATION

Our Privacy Policy applies to your submission of personal data via the store. To view our privacy policy, please visit our website.

ARTICLE 17 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

ARTICLE 18 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website.

It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

ARTICLE 19 - CESOP

Due to the measures introduced and tightened as of 2024 regarding the 'Amendment to the Turnover Tax Act 1968 (Payment Service Providers Directive Implementation Act)' and thus the implementation of the Central Electronic System of Payment Information (CESOP), payment service providers may register data in the European CESOP system.

For questions or comments you can always reach us via:

- Our Contact Us page - Enter Link
- Email:
- Phone: