

Cc-Carboncufflinks - General terms and conditions with customer information

Table of Contents

1. Scope
2. Conclusion of contract
3. Right of withdrawal
4. Prices and terms of payment
5. Delivery and shipping conditions
6. Retention of title
7. Liability for defects (warranty)
8. Special conditions for the processing of goods according to certain specifications of the customer
9. Redemption of promotional vouchers
10. Applicable law
11. Place of jurisdiction
12. Code of Conduct
13. Alternative dispute resolution

1) Scope

1.1 These General Terms and Conditions (hereinafter "GTC") of Cc - Carbon Cufflinks e.K. (hereinafter "seller") apply to all contracts for the delivery of goods that a consumer or entrepreneur (hereinafter "customer") concludes with the seller with regard to the goods presented by the seller in his online shop. We hereby object to the inclusion of the customer's own terms, unless otherwise agreed.

1.2 A consumer within the meaning of these terms and conditions is any natural person who concludes a legal transaction for purposes that are predominantly neither their commercial nor their independent professional activity. Entrepreneur in the sense of these terms and conditions is a natural or legal person or a legal partnership that acts in the course of a legal transaction in the exercise of its commercial or independent professional activity.

2) Conclusion of contract

2.1 The product descriptions contained in the online shop of the seller are not binding offers on the part of the seller, but serve to submit a binding offer by the customer.

2.2 The customer can submit the offer via the online order form integrated in the seller's online shop. After placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contract offer in relation to the goods contained in the shopping cart by clicking the button that concludes the ordering process. The customer can also submit the offer to the seller by email or online contact form.

2.3 The seller can accept the customer's offer within five days - by sending the customer a written order confirmation or an order confirmation in text form (fax or email), whereby the receipt of the order confirmation by the customer is decisive, or - by he delivers the ordered goods to the customer, whereby the access of the goods to the customer is decisive, or - by asking the customer for payment after placing his order.

If several of the aforementioned alternatives are available, the contract is concluded when one of the aforementioned alternatives occurs first. The period for accepting the offer begins on the day after the customer sends the offer and ends at the end of the fifth day after the offer has been sent. If the seller does not accept the customer's offer within the aforementioned period, this is considered to be a rejection of the offer, with the result that the customer is no longer bound by his declaration of intent.

2.4 When you select a payment method offered by PayPal, the Payment processing via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal"), at Applicability of the PayPal terms of use, available at

<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>

or - if the customer does not have a PayPal account - subject to the terms of payment without PayPal account, can be viewed at

<https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

The customer pays by a payment method offered by PayPal that can be selected in the online order process, the seller already declares acceptance of the customer's offer in the Time at which the customer clicks the button that concludes the ordering process.

2.5 When submitting an offer via the seller's online order form, the contract text is saved by the seller after the contract is concluded and sent to the customer in text form (e.g. email, fax or letter) after the order has been sent. The seller will not make the contract text accessible beyond this.

2.6 Before the binding submission of the order via the seller's online order form, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better detection of input errors can be the browser's zoom function, which is used to enlarge the display on the screen. The customer can correct his entries as part of the electronic ordering process using the usual keyboard and mouse functions until he clicks the button that concludes the ordering process.

2.7 Only the German language is available for the conclusion of the contract.

2.8 Order processing and contacting usually take place via email and automated order processing. The customer must ensure that the e-mail address provided by him for processing the order is correct so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all emails sent by the seller or by third parties commissioned with the order processing can be delivered.

3) Right of withdrawal

3.1 Consumers generally have a right of withdrawal.

3.2 Further information on the right of cancellation can be found in the seller's cancellation policy.

4) Prices and terms of payment

4.1 Unless otherwise stated in the seller's product description, the prices quoted are total prices that include VAT. Any additional delivery and shipping costs incurred are specified separately in the respective product description.

4.2 In the case of deliveries to countries outside the European Union, additional costs may arise which the seller is not responsible for and which are to be borne by the customer. These include, for example, costs for the

transfer of money through credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs can also arise in relation to the money transfer if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

4.3 The payment option (s) will be communicated to the customer in the seller's online shop.

4.4 If payment in advance has been agreed by bank transfer, payment is due immediately after the contract is concluded, unless the parties have agreed a later due date.

4.5 If you choose a payment method offered by the "Klarna" payment service, payment will be processed via Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden (hereinafter "Klarna"). Further information and Klarna's conditions can be found in the seller's payment information, which can be viewed at the following Internet address: www.carboncufflinks.de/Zahlungsinformationen

5) Delivery and shipping conditions

5.1 The delivery of goods takes place on the way to the delivery address given by the customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the seller's order processing is decisive.

5.2 If the transport company sends the goods back to the seller because delivery to the customer was not possible, the customer bears the costs of the unsuccessful shipment. This does not apply if the customer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the offered service, unless the seller announced the service a reasonable time in advance would have. Furthermore, this does not apply with regard to the costs for the shipment if the customer effectively exercises his right of cancellation. If the customer effectively exercises the right of cancellation, the return shipping costs are governed by the rules set out in the seller's cancellation policy.

5.3 Pick-up is not possible for logistical reasons.

6) Retention of title

If the seller makes advance payments, he retains title to the delivered goods until the purchase price owed has been paid in full.

7) Liability for defects (warranty)

7.1 If the purchased item is defective, the provisions of the statutory liability for defects apply.

7.2 The customer is asked to complain to the deliverer about goods delivered with obvious transport damage and to inform the seller thereof. If the customer does not comply, this has no effect on his legal or contractual claims for defects.

8) Special conditions for the processing of goods according to certain specifications of the customer

8.1 If, according to the content of the contract, the seller also owes the processing of the goods in accordance with certain specifications of the customer in addition to the delivery of the goods, the customer has the operator all the content required for processing such as text, images or graphics in the file formats, formats, image specified by the operator - To provide file sizes and to grant him the necessary usage rights. The customer is solely responsible for the procurement and acquisition of rights to this content. The customer declares and assumes responsibility for the right to use the content provided to the seller. In particular, he ensures that no third-party rights are infringed, in particular copyrights, trademarks and personal rights.

8.2 The customer releases the seller from third-party claims, which they can assert in connection with a violation of their rights by the contractual use of the customer's content by the seller. The customer also assumes the reasonable costs of the necessary legal defense, including all legal and legal costs in the statutory amount. This does not apply if the customer is not responsible for the infringement. In the event of claims by third parties, the customer is obliged to provide the seller with all information that is necessary for the examination of the claims and a defense, truthfully and completely.

8.3 The seller reserves the right to reject processing orders if the content provided by the customer violates legal or official prohibitions or is contrary to common decency. This applies in particular to the provision of anti-constitutional, racist, xenophobic, discriminatory, insulting, youth-endangering and / or violence-glorifying content.

9) Redemption of promotional vouchers

9.1 Vouchers that are issued free of charge by the seller as part of promotions with a certain period of validity and that cannot be purchased by the customer (hereinafter "promotional vouchers") can only be redeemed in the seller's online shop and only during the specified period.

9.2 Promotional vouchers can only be redeemed by consumers.

9.3 Individual products can be excluded from the voucher campaign, provided there is a corresponding restriction in the content of the campaign voucher.

9.4 Promotional vouchers can only be redeemed before the order process is completed. Subsequent offsetting is not possible.

9.5 Only one promotional voucher can be redeemed per order.

9.6 The value of the goods must at least correspond to the amount of the promotional voucher. Any remaining credit will not be refunded by the seller.

9.7 If the value of the promotional voucher is not sufficient to cover the order, one of the other payment methods offered by the seller can be selected to pay the difference.

9.8 The credit of a promotional voucher is neither paid out in cash nor interest.

9.9 The promotional voucher will not be reimbursed if the customer returns all or part of the goods paid for with the promotional voucher within the scope of his statutory right of withdrawal.

9.10 The promotional voucher is transferable. The seller can provide a liberating effect to the respective owner who redeems the promotional voucher in the seller's online shop. This does not apply if the seller has knowledge or grossly negligent ignorance of the ineligibility, incapacity for business or the lack of authorization to represent the respective owner.

10) Applicable law

The law of the Federal Republic of Germany applies to all legal relationships of the parties, excluding the laws on the international purchase of movable goods. For consumers, this choice of law only applies insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer is habitually resident.

11) Place of jurisdiction

If the customer acts as a merchant, a legal entity under public law or a special fund under public law based in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the seller's place of business. If the customer is based outside the territory of the Federal Republic of Germany, the seller's place of business is the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the customer's professional or commercial activity. In the above cases, however, the seller is entitled to call the court at the customer's registered office.

12) Code of Conduct

The seller has submitted to the conditions of participation for the eCommerce initiative "Fairness in trade", which can be viewed on the Internet at <https://www.fairness-im-handel.de/teilnahmebedingungen/>.

13) Alternative dispute resolution

13.1 The EU Commission provides a platform on the Internet under the following link Online dispute resolution ready: <https://ec.europa.eu/consumers/odr>

This platform serves as a point of contact for extrajudicial settlement of disputes from online purchase or service contracts in which a consumer is involved.

13.2 The seller is to participate in a dispute settlement procedure before a Consumer arbitration board neither obliged nor ready.