

Conditions

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1) Scope of application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company Münster und Manz GbR (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or entrepreneur (hereinafter referred to as "customer") concludes with the seller with regard to the goods presented by the seller in his online store. The inclusion of the Customer's own terms and conditions is hereby rejected, unless otherwise agreed.

1.2 A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession.

1.3 An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity that is acting in the exercise of its commercial or independent professional activity when concluding a legal transaction.

2) Conclusion of contract

2.1 The product descriptions contained in the seller's online store do not constitute 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 into the seller's online store. After placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping cart by clicking the button that concludes the ordering process.

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 e-mail), whereby the receipt of the order confirmation by the customer is decisive in this respect, or
- by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or
- by requesting payment from the customer after the customer has placed the order.

If several of the aforementioned alternatives exist, the contract is concluded at the point in time at which one of the aforementioned alternatives occurs first. The period for accepting the offer begins on the day after the offer is sent by the customer and ends at the end of the fifth day following the sending of the offer. If the Seller does not accept the Customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the Customer is no longer bound by his declaration of intent.

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2.4 If a payment method offered by PayPal is selected, payment shall be processed 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"), subject to 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 and conditions for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the customer pays by means of a payment method offered by PayPal that can be selected in the online ordering process, the seller already declares acceptance of the customer's offer at the time the customer clicks the button that completes the ordering process.

2.5 When submitting an offer via the seller's online order form, the text of the contract 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 customer's order has been sent. The seller will not make the text of the contract available beyond this. If the customer has set up a user account in the seller's online store before sending his order, the order data will be archived on the seller's website and can be accessed free of charge by the customer via his password-protected user account by entering the corresponding login data.

2.6 Before submitting a binding order via the Seller's online order form, the Customer can recognize possible input errors by carefully reading the information displayed on the screen. An effective technical means of better recognizing input errors can be the browser's magnification function, which enlarges the display on the screen. The customer can correct his entries during the electronic ordering process using the usual keyboard and mouse functions until he clicks on the button that concludes the ordering process.

2. 7 The German language is available for the conclusion of the contract.

2. 8 Order processing and contact are generally carried out by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing 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 e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3) Right of withdrawal

3. 1 Consumers are generally entitled to a right of withdrawal.

3. 2 Further information on the right of withdrawal can be found in the seller's withdrawal policy.

3.3 The right of withdrawal does not apply to consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

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 statutory VAT. Any additional delivery and shipping costs will be indicated separately in the respective product description.

4. 2 For deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which the seller is not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of funds 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 store.

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4. 4 If advance payment by bank transfer has been agreed, payment is due immediately after conclusion of the contract, unless the parties have agreed a later due date.

4. 5 If a payment method offered via the payment service "PayPal" is selected, payment shall be processed via PayPal, whereby PayPal may also use the services of third-party payment service providers for this purpose. If the Seller also offers payment methods via PayPal for which it makes advance payments to the Customer (e.g. purchase on account or payment by installments), it assigns its payment claim in this respect to PayPal or to the payment service provider commissioned by PayPal and specifically named to the Customer. Before accepting the seller's declaration of assignment, PayPal or the payment service provider commissioned by PayPal shall carry out a credit check using the transmitted customer data. The seller reserves the right to refuse the customer the selected payment method in the event of a negative check result. If the selected payment method is approved, the customer must pay the invoice amount within the agreed payment period or at the agreed payment intervals. In this case, the customer can only pay PayPal or the payment service provider commissioned by PayPal with debt-discharging effect. However, even in the case of assignment of claims, the seller remains responsible for general customer inquiries, e.g. regarding goods, delivery time, shipment, returns, complaints, revocation declarations and returns or credit notes.

5) Delivery and shipping conditions

5.1 If the seller offers to ship the goods, delivery shall be made within the delivery area specified by the seller to the delivery address specified by the customer, unless otherwise agreed. The delivery address specified in the seller's order processing is decisive for the processing of the transaction.

5.2 If the delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result. This does not apply with regard to the costs for the return shipment if the customer effectively exercises his right of withdrawal. If the customer effectively exercises his right of withdrawal, the provision in the seller's withdrawal policy shall apply to the return costs.

5.3 If the customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer as soon as the seller has delivered the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. If the customer is acting as a consumer, the risk of accidental loss and accidental deterioration of the goods sold shall not pass until the goods are handed over to the customer or a person authorized to receive them. Notwithstanding the above, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer, even in the case of consumers, as soon as the seller hands over the goods to the forwarding agent, the carrier or the person or organization otherwise responsible for carrying out the shipment. The Seller reserves the right to retain title to the goods at the time of delivery, even in the case of consumers, as soon as the Seller has delivered the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment, if the Customer has commissioned the forwarding agent, carrier or other person or institution designated to carry out the shipment and the Seller has not previously named this person or institution to the Customer.

5.4 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the non-delivery and the Seller has concluded a specific covering transaction with the supplier with due care. The seller shall make every reasonable effort to procure the goods. In the event of non-availability or only partial availability of the goods, the customer shall be informed immediately and the consideration shall be reimbursed without delay.

5.5 Self-collection is not possible for logistical reasons.

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6) Retention of title

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

7) Liability for defects (warranty)

Unless otherwise stated in the following provisions, the provisions of statutory liability for defects shall apply. This shall not apply to contracts for the delivery of goods:

7.1 If the customer acts as an entrepreneur,

- the seller has the choice of the type of subsequent performance;
- in the case of new goods, the limitation period for defects is one year from delivery of the goods;
- in the case of used goods, the rights and claims for defects are excluded;
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

7.2 If the customer acts as a consumer, the following applies to contracts for the delivery of used goods with the restriction of the following clause: The limitation period for claims for defects shall be one year from delivery of the goods if this was expressly and separately contractually agreed between the parties and the customer was specifically informed of the shortening of the limitation period before submitting his contractual declaration.

7.3 The aforementioned limitations of liability and shortening of the limitation period shall not apply

- to claims for damages and reimbursement of expenses by the customer,
- in the event that the seller has fraudulently concealed the defect,
- for goods that have been used for a building in accordance with their normal use and have caused its defectiveness,
- for any existing obligation of the seller to provide updates for digital products, in the case of contracts for the delivery of goods with digital elements.

7.4 In addition, for entrepreneurs, the statutory limitation periods for any existing statutory right of recourse shall remain unaffected.

7.5 If the customer acts as a merchant within the meaning of Section 1 of the German Commercial Code (HGB), he shall be subject to the commercial obligation to inspect and give notice of defects in accordance with Section 377 HGB. If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed approved.

7.6 If the customer acts as a consumer, he is requested to complain to the deliverer about delivered goods with obvious transport damage and to inform the seller of this. If the customer fails to do so, this shall have no effect on his statutory or contractual claims for defects.

8) Redemption of promotional vouchers

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

8.2 Promotional vouchers can only be redeemed by consumers.

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8.3 Individual products may be excluded from the voucher promotion if a corresponding restriction results from the content of the promotional voucher.

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

8.5 Only one promotional voucher can be redeemed per order.

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

8.7 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 settle the difference.

8.8 The balance of a promotional voucher is neither paid out in cash nor does it bear interest.

8.9 The promotional voucher will not be refunded if the customer returns the goods paid for in full or in part with the promotional voucher within the scope of his statutory right of withdrawal.

8.10 The promotional voucher is transferable. The seller can make payment with discharging effect to the respective holder who redeems the promotional voucher in the seller's online store. This does not apply if the seller has knowledge or grossly negligent ignorance of the non-authorization, legal incapacity or lack of power of representation of the respective holder.

9) Applicable law

9.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties to the exclusion of the laws on the international purchase of movable goods. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the country in which the consumer has his habitual residence is not withdrawn.

9.2 Furthermore, this choice of law with regard to the statutory right of withdrawal does not apply to consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of conclusion of the contract.

10) Alternative dispute resolution

10.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link:
<https://ec.europa.eu/consumers/odr>

This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

10.2 The seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

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