

STATTMANN

Neue MOEBEL

GENERAL TERMS AND CONDITIONS

The general terms and conditions (GTC) contain information concerning your rights in accordance with the rules and regulations for contracts for remote sales and electronic business transactions.

1. AREA OF APPLICATION

These general terms and conditions (GTC) apply to all contracts between Stattmann Neue Moebel GbR and its customers.

2. CONTRACTUAL PARTNERS

The purchase contract comes into effect with Stattmann Neue Moebel GbR. You are able to contact us concerning inquiries, complaints and objections on workdays from 8 to 13 hrs under telephone number +49 (0)2593 9299197 as well as per email under info@stattmann-neuemobel.com.

3. OFFER AND CONCLUSION OF THE CONTRACT

3.1 The display of the products in the online shop does not represent a legally binding offer but an invitation to submit an offer subject to a charge. All offers are valid „while supplies last“, provided nothing else is stated concerning the product. Otherwise errors are excepted.

3.2. By clicking the button „Complete Purchase“ (order incurring charges) you submit a binding declaration of intent to order the goods listed on the order page. The purchase contract is concluded when we accept your order by issuing an order confirmation per email after receipt of your order or when we perform the delivery after the order.

4. PRICES AND DELIVERY COSTS

4.1. The prices stated on the product page include statutory sales tax and other price components.

4.2. In addition to the prices stated a charge is taken for delivery. The shipping cost is clearly stated on the product page, in the shopping basket system and again on the order page.

5. DELIVERY

5.1. Delivery is restricted to delivery addresses within the European Union, Switzerland and Norway. A delivery to other countries is possible. Shipping costs and delivery times will be determined on request.

5.2. The delivery time as a rule is 30 days after receipt of your payment of the invoiced amount. In case of a higher order volume delivery time can be up to 45 days. Should there be any variations

in delivery times these are indicated on the respective product page. You will be informed about the exact delivery time in the order confirmation.

5.3. Should it not be possible to deliver the product ordered in time due to materials not being delivered to us on time you will be informed immediately. In such cases you are free to wait for the product ordered or cancel your order. In cases of cancellation any payments already received will be refunded without delay.

5.4. The delivery of the product takes place through a service provider or forwarder authorized by Stattmann Neue Moebel GbR.

6. PAYMENT IN ADVANCE

6.1. As the goods – i.e. pieces of furniture – are manufactured individually for the customer we are only able to accept orders against payment in advance. For retailers the following conditions apply: The first three orders will be manufactured and delivered against prepayment. From the fourth order onwards, a deposit of 50 % of the order value will be required. The remaining 50 % will be invoiced at the time of delivery; they are payable within 10 days of receipt of the invoice.

6.2. In order to process the advance payment you will be advised of our banking details in the order confirmation and after receipt of payment delivery of the goods takes place under consideration of the afore mentioned delivery period. Payments can also be made via PayPal. The costs incurred by the payment will be invoiced to the customer.

7. SETTING OFF AND RIGHT OF RETENTION

7.1. You possess a right of set off should your counter claims be justifiable on legal grounds or acknowledged by us in writing.

7.2. You are able to exercise your right of retention only when the claims arise from the same contractual relationship.

8. GUARANTY

Should there be a defect in the object purchased, then Stattmann Neue Moebel GbR is liable for material damage in accordance with the applicable legal regulations.

9. LIABILITY

9.1. We have unlimited liability for damage to life, body and health in accordance with legal stipulations that are caused by a negligent or intentional breach of our obligations and those of our representatives or our sub contractors as well as for damage related to liability covered by the law of product liability. We are liable for damages not included in sentence 1 caused through intentional or gross negligent breaches of contract as well as malice by us, our legal representatives or sub contractors in accordance with the legal regulations. In this case liability for damages is limited to the foreseeable and usually occurring damages insofar as we, our legal representatives or our sub contractors have not acted intentionally. We are also liable to the extent of the guaranty of quality issued by us in respect of the goods or parts of the same. We are only liable for damage incurred due to a lack of a quality guaranty but not directly occurring to the goods when the risk of such damage is clearly covered by the guaranty of quality.

9.2. We are also liable for damage caused by ordinary negligence in so far as it concerns breach of contractual obligations, in cases where compliance is of particular significance for the fulfilment of the purpose of the contract. We are however only liable insofar as the damage is typically associated with the contract and is foreseeable.

9.3. Any more extensive liability is excluded without consideration of the legal nature of the claim enforced; this applies especially to tort claims or claims for compensation for wasted expenditure instead of performance.

9.4. Should our liability be excluded or limited then this also applies to the personal liability of our employees, workers, staff, representatives and subcontractors.

RIGHT OF CANCELLATION BY THE CONSUMER

In so far as the customer is a consumer in accordance with § 13 BGB (German Civil Code) the following right of cancellation is available. In contrast a contractor is every natural or judicial person or legal partnership who, on conclusion of the contract, operates in a professional manner in a commercial or freelance capacity, see § 14 BGB.

1. Right of cancellation

You are able to cancel your order without providing reasons in writing (e.g. letter, fax, email) within a 14 day period of notice. The period of notice begins after receipt of the notice in written form, although not before receipt of the goods by the recipient (only after receipt of the first part delivery for repeat deliveries of the same goods) and also not before completion of our obligation of disclosure in accordance with article 246 § 2 in association with § 1 para. 1 and 2 EGBGB (Introductory Act to the German Civil Code) as well as obligations in accordance with § 312e para. 1 sentence 1 BGB in association with article 246 § 3 EGBGB. Returning the order of cancellation in good time preserves the right to the notice period.

The written cancellation is to be returned to Statmann Neue Moebel GbR, Plaßstraße 9, 59387 Ascheberg. Alternatively you can also reach us by email at info@stattmann-neuemoebel.com

2. Consequences of cancellation

Should the cancellation be valid then the performance received by both sides is to be returned and if necessary any benefit of use (e.g. interest) is to be surrendered. Should you not be in a position to return the service received wholly or partially or only in a worse state then compensation for the value is, if required, to be provided. This does not apply to the surrender of goods if the deterioration of the item is based solely on an examination that would normally be possible in a retail outlet. Moreover the obligation of compensation for deterioration caused by customary usage of the item can be avoided by not making use of the item as if it were your own property and avoid doing anything that might affect its value. Items suitable for sending by packet post are returned at our risk. You bear the costs of returning the item. Obligations for the refund of payments need to be fulfilled within 30 days after returning your declaration of cancellation. The notice period begins for you with the return of the declaration of cancellation or the return of the item and for us with the receipt of the item.

End of the cancellation policy

DISCLAIMER OF LIABILITY

1. Liability for page contents

The contents of our pages were set up with great care. We do not however accept any liability for the correctness, completeness and up to date status of the contents. As a service provider we are responsible for our own content on these pages according to general law in accordance with § 7 para.1 TMG (German Teleservices Act). Pursuant to § 8 to § 10 TMG we are however not obliged as a service provider to monitor information transmitted

or stored or to investigate circumstances that indicate any illegality. Obligations to remove or block the use of information in accordance with general law remain unaffected. Liability in this regard is however only possible from the moment when there is concrete knowledge of a legal infringement. Should we become aware of such an infringement we will remove the content immediately.

COPYRIGHT

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DATA PROTECTION

Statmann Neue Moebel GbR observes the rules and regulations of the data protection laws and takes the protection of your personal information seriously. Personal data are therefore only retrieved as necessitated by technical requirements e.g. for the processing of a contract. Under no circumstances are the collected data used, sold or submitted to third parties – insofar as it is not essential for the fulfilment of the contract.

Our company automatically retrieves and stores information transmitted to us by your browser in our server log files.

These are:

Browser type/version

Operating system used

Referrer URL (the previous site visited)

Host name of the accessing computer (IP address)

Time of the server inquiry

It is not possible to associate these data with individuals. A matching of these data with other data sources does not take place. Furthermore these data are deleted after a statistical evaluation. Personal data are otherwise only retrieved if they have been voluntarily submitted to us within the process of ordering goods. We use the data provided by you without your express permission exclusively for the completion and processing of your order.

You have the right at any time to information on the data stored related to you personally, its source and recipient as well as the purpose of the data processing. We will be happy to provide you with information regarding your personal data stored at any time on request. Please direct your enquiry to info@stattmann-neuemoebel.com