

General terms and conditions - Arno Arnold GmbH

General Terms and Conditions of Arno Arnold GmbH (B2C) (Status: 27.04.2020)

Preamble

These general terms and conditions apply to all sales contracts concluded via the Internet ("online shop") with Arno Arnold GmbH, Bieberer Str. 161, 63179 Obertshausen (Reg.-Ger.: Offenbach/M. 5 B HRB 2567) ("Arnold"). All items and offers of the online shop are exclusively addressed to customers who are consumers and have reached the age of 18. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity (§ 13 BGB).

§ 1 Offers, prices and conclusion of contract

1.1 All offers and prices contained in the online shop are subject to change and non-binding. The presentation of the products in the online shop is not a legally binding offer, but only a non-binding online catalogue of the product range.

1.2 By clicking the button "Buy Now" the customer places a binding order for the goods contained in the shopping basket. A confirmation by e-mail of the receipt of the order follows immediately after sending the order. The purchase contract is only concluded upon delivery of the goods to the customer or an express declaration of acceptance by Arnold. The text of the contract will be saved. The delivery note and the invoice are enclosed with the delivery.

§ 2. deliveries and force majeure

2.1 Arnold will deliver the goods ordered by you as quickly as possible to the delivery address provided by you. The delivery of goods is carried out by dispatch to the delivery address indicated by the customer, unless otherwise agreed. When ordering via the online shop, the delivery address indicated in the online shop order form is decisive. Deviating from this, when choosing the payment method PayPal, the delivery address stored by the customer with PayPal at the time of payment is decisive.

2.2 If a certain article is not available, the claim for performance is excluded. This shall also apply if the performance can only be achieved at a disproportionately high expense in good faith. At the same time, we undertake to inform you immediately about the non-availability and to reimburse any consideration received without delay. The delivery by us is subject to the reservation that we ourselves are supplied correctly and in good time by our suppliers and manufacturers and are not responsible for the lack of availability.

2.3. Delays in delivery and performance due to force majeure and due to other unforeseeable events, which make the delivery considerably more difficult or impossible for Arnold and for which Arnold is not responsible (these include in particular war, war-like events, official orders, non-issuance of export licences, etc.), import or transit permits, national measures to restrict trade, strikes, lock-outs and other operational disturbances of any kind, traffic disruptions, natural events, pandemics, regardless of whether these events occur at Arnold, its suppliers or its subcontractors), entitle Arnold to cancel the delivery or performance by the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract - insofar as it has not yet been fulfilled - in whole or in part.

2.4 If the hindrance lasts longer than 3 months, the customer is entitled, after an appropriate written extension (at least 14 days), to withdraw from the contract - insofar as not yet fulfilled - in whole or in part. If the delivery time is extended in application of item 2.3 or if Arnold is released from its obligation, the customer cannot derive any claims for damages from this. Arnold can only refer to the circumstances mentioned if the customer was informed immediately.

2.5 If not all ordered products are in stock, we are entitled to make partial deliveries, as far as this is reasonable for you. Any periods of time shall only begin with the receipt of the last partial delivery.

§ 3 Prices, due date, retention of title, offsetting, retention

3.1 All prices quoted in the online shop are per piece including the statutory value added tax at the current rate.

3.2 The customer can pay the purchase price either by credit card or as invoice purchase and financing with Klarna.

If payment is made by credit card, the time of payment is the same as the time of the order. In the event that the credit card debit is rejected, the customer undertakes to pay the price plus any costs incurred within 10 days of receipt of the service. These costs include, among others, the costs incurred due to the cancellation of the credit card debit.

The following applies to purchase on account and financing with Klarna:

In cooperation with Klarna we offer you the invoice purchase and financing service Klarna Instalment Purchase as payment options. When paying with Klarna, you never have to give your account details and you only pay when you receive the goods.

Klarna invoice

When buying on account with Klarna you always get the goods first and you always have a payment period of 14 days. For more information and Klarna's complete terms and conditions for purchase on account, please click here. https://online.klarna.com/villkor_de.yaws?eid=19620&charge=2,95

Klarna hire purchase

With the Klarna instalment purchase financing service, you also get the goods first. All your purchases are then collected on one invoice at the end of the next month. You can then pay this invoice in flexible instalments, but you can also pay the total amount at any time. Further information about the Klarna hire purchase financing service can be found at https://online.klarna.com/account_de.yaws?eid=19620. The complete terms and conditions for Klarna hire purchase can be downloaded at <http://www.klarna.se/pdf/Vertragsbedingungen.pdf>.

Klarna checks and evaluates the consumer's data and, if there is a justified reason, exchanges data with other companies and credit agencies (credit assessment). If the consumer's creditworthiness is not guaranteed, Klarna AB may refuse the customer Klarna's payment methods and must inform the customer of alternative payment methods. Your personal details will be treated in accordance with the Data Protection Act and will not be passed on to third parties for advertising purposes. Read more about Klarna AB's privacy policy here. http://klarna.com/pdf/Datenschutz_DE.pdf

For more information about Klarna visit www.klarna.de

Klarna AB, company and corporate number: 556737-0431".

3.4 The purchase price is due immediately after the conclusion of the contract. If you pay by credit card, your account will be charged when the goods are shipped. We are entitled at this point in time to make a corresponding debit to the credit card company. There is no possibility of discount deduction.

3.5 The delivered goods remain the property of Arnold until full payment of all claims against the customer, including all existing ancillary claims.

The Customer is not entitled to sell the goods to third parties until the purchase price has been paid in full or to take any other measures that endanger the property of Arnold. The Customer hereby assigns to Arnold its future claims against the purchaser in the amount of the purchase price agreed between Arnold and the Customer, including interest and ancillary claims. Arnold accepts this assignment.

3.6 You are only entitled to offsetting if your counterclaims have been legally established, are undisputed or have been acknowledged by Arnold in writing.

3.7 You are only entitled to assert a right of retention if your claims are based on the same legal relationship.

§ 4 Warranty and liability

4.1 The warranty period is two years and begins with the delivery of the goods to the customer. Your warranty claims are usually initially limited to claims for subsequent performance. You are free to choose between rectification of defects and new delivery within the scope of the legal claims for supplementary performance. Arnold can refuse the type of supplementary performance chosen by you according to the legal regulations, if it is only possible with disproportionate costs. If the supplementary performance fails, you can choose to demand a reduction of the purchase price or withdrawal from the purchase contract.

4.2 Arnold is only responsible for intent and gross negligence.

4.3 Insofar as an imputable breach of duty is based on simple negligence and an essential contractual obligation is culpably breached, Arnold's liability for damages shall be limited to the foreseeable damage that typically occurs in comparable cases. Essential contractual obligations are those which grant the contractual parties the rights which the contract has to grant in accordance with its content and purpose, in particular those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely.

4.4 In the event of death, injury to health or bodily harm Arnold shall be liable in accordance with the statutory provisions.

4.5 The liability according to the Product Liability Act and other mandatory liability regulations remains unaffected. The same applies in the case of the assumption of independent guarantee promises, however, in this case the contractually agreed regulations are primarily applicable in each case in the case of a breach of guarantee.

§ 5 Shipping costs

For each delivery within Germany we charge for an order value up to and including 74.50 €. in addition to the total purchase price, a flat-rate delivery charge of 7.50 € including value-added tax for postage and packing. In the order value range from 74.51 € - 190 €, there is a flat rate of 15 € including VAT for postage and packaging in addition to the total purchase price. From an order value of 190,- € the shipping within Germany is free of charge. For delivery to Austria, Italy and France, we charge a flat rate of 25,- € including VAT for postage and packing up to an order value of 190,- €. From an order value of 190,- € the shipping to Austria, Italy and France is charged with 15,- € including value added tax and packaging will be charged.

§ 6 Resignation by Arnold

Arnold can withdraw from the contract if we are unable to procure the goods from the pre-supplier due to reasons for which we are not responsible, or only under considerably more difficult conditions. Arnold may also withdraw from the contract if there are justified doubts that the customer will correctly fulfil the contract.

§ 7 Right of Withdrawal

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took or has taken possession of the last goods.

In order to exercise your right of revocation, you must inform us (Arno Arnold GmbH, Bieberer Str. 161, 63179 Obertshausen, Germany, Tel.: +49 6104 4000 20, Fax: +49 6104 4000 11, E-Mail: s.mang@arno-arnold.de) by means of a clear declaration (e.g. a letter or e-mail sent by post) of your

decision to revoke this contract. You may use the following sample declaration of revocation, which is not mandatory.

Model declaration of revocation

I, _____ hereby revoke the contract concluded by me for the purchase of the following goods:

Order number: _____

Ordered on/received on: _____

Your address: _____

E-mail address: _____

Date: _____

Your signature: _____

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including the shipping costs (except for the additional costs resulting from your choice of a different delivery method than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us (Arno Arnold GmbH, Bieberer Str. 161, 63179 Obertshausen, Germany) without delay and in any event no later than fourteen days from the day you notify us of the cancellation of this contract. The time limit shall be deemed to have been observed if you send the goods before the expiry of the fourteen-day period. You shall bear the direct costs of returning the goods.

You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods that is not necessary for testing their condition, properties and functionality.

The right of withdrawal does not apply to the following contracts, unless the parties have agreed otherwise: Contracts for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

§ 8 Data protection

Arnold collects and stores the customer's data necessary for the business transaction. When processing the personal data of the customer, Arnold observes the legal regulations. Details can be found in the Arno Arnold GmbH data protection declaration for the online shop, which can be accessed at <https://www.arno-arnold-gesichtsschutz.de/impresum>.

§ 9 Applicable law and place of jurisdiction

The provisions of German law shall apply to the exclusion of UN sales law. Should individual provisions of the contract be invalid, the validity of the remaining provisions shall remain unaffected.

§ 10 Consumer arbitration

The European Commission provides a platform for out-of-court settlement of consumer disputes, the so-called Online Dispute Resolution (OS), which you can find at the following link: <http://ec.europa.eu/consumers/odr/>

Provider identification

Arno Arnold GmbH

Bieberer Str. 161

63179 Obertshausen

Germany

Telefon: +49 6104 4000 20

Mobile: +49 151 20 33 79 20

Fax: +49 6104 4000 11

Web: www.arno-arnold-gesichtsschutz.de

Sitz der Gesellschaft: D-63179 Obertshausen

Reg.-Ger.: Offenbach/M. 5 B HRB 2567

Ust-IdNr.: DE113530620

St-Nr.: 035/228/45489

Geschäftsführung: Wolf M. Mang, Simone Weinmann-Mang, Isabelle Mang