

# GENERAL TERMS OF BUSINESS C+D Hobby Creativ GbR

## §1 universal, area of application

(1) The following general terms of business regulate the contractual relationship between C+D Hobby Creativ GbR and the consumers and enterprisers who use the Internet offer of C+D Hobby Creativ GbR (in the following "buyer" named). The general terms of business concern the use of the website [www.cd-hobby-creativ.de](http://www.cd-hobby-creativ.de) as well as all subdomains belonging to this Domain. The version valid at the time of the contract end is decisive in each case.

(2) Consumers for the purposes of these terms of business are natural persons who step with C+D Hobby Creativ GbR in business connection, without this can be added to her commercial or independent professional activity. Enterprisers for the purposes of these terms of business are natural and juridical persons or right capable personal societies which step in exercise of her commercial or independent professional activity with C+D Hobby Creativ GbR in a business connection.

## §2 contract end

(1) The offers of C+D Hobby Creativ GbR on the Internet show a non-binding request to the buyer to order from C+D Hobby Creativ GbR goods.

(2) By the order of the desired purchase object on the Internet the buyer delivers an obliging offer on end of a bill of sale.

(3) C+D Hobby Creativ GbR is entitled to accept this offer within 2 days under sending of a confirmation of order. The confirmation of order is transmitted by e-mail. After futile expiry of the term named in sentence 1 the offer counts as rejected.

## §3 payment, maturity, default

(1) The payment of the goods occurs by prepayment and cash on delivery by credit card, through bank move. The payment cash on delivery is possible only by dispatch within Germany. We reserve ourselves the right to accept certain payment kinds in the isolated case or to exclude.

(2) On payment by prepayment the buyer undertakes to paying the purchase price after contract end immediately. On payment cash on delivery the buyer undertakes to paying the purchase price by delivery of the product. On payment on bill the buyer undertakes to paying the invoice amount within 14 days on receipt of the product. On payment by bank move the debit occurs within one week after contract end. On payment by credit card the debit occurs after sending of the product.

(3) If the buyer is in the default, he has to represent meanwhile every carelessness. He is liable because of the achievement also for chance, unless the damage would also have stamped with timely achievement.

(4) The purchase price is to be paid interest during the delay. The delay interest rate amounts to five percent points about the base interest rate sentence for the year. By the legal dealings in which a consumer is not involved the interest rate amounts to eight percent points about the base interest rate sentence.

(5) The assertion another damage is not excluded.

## §4 delivery

(1) The delivery occurs through broadcasting of the purchase object to the address informed by the buyer. As far as delivery is arranged against prepayment, the term of delivery amounts to 2-7 working days (DE) on receipt of the purchase price.

(2) The costs for the dispatch of the purchase object amount to 1.80, 2.40, 4.27 euro and are to be carried from the buyer. For foreign deliveries becomes, as far as nothing else is given which calculates for price of packaging and dispatch separately after weight. If the buyer wishes a special kind of the sending with which higher costs result, he also has to carry these additional costs.

(3) If the buyer acquires the purchase object for his commercial or professional activity, the danger of the setting accidental and the deterioration accidental of the purchase object on him goes over, as soon as C+D Hobby Creativ GbR has delivered the purchase object to the forwarding agent, the carrier or, otherwise, for the execution of the sending certain person or institution.

## §5 retention of title

The purchase object remains a property of C+D Hobby Creativ GbR up to entire payment. Before transfer of title a pledge, protection conveyance, processing or transformation is not allowed without explicit approval of C+D Hobby Creativ GbR.

## §6 prices

The price given in the respective offer of the purchase object gets on as a final price including, perhaps, of routine value added tax and farther prize components. The price does not enclose the delivery expenses and forwarding expenses.

## §7 resignation

(1) C+D Hobby Creativ GbR is entitled to withdraw from the contract also concerning a still open part of the delivery or achievement if wrong information about the creditworthiness of the buyer had been done or objective reasons have originated concerning the insolvency of the buyer, for example the opening of an insolvency procedure about the property of the buyer or the refusal of such a procedure in the absence of cost-covering property. The possibility is put away before resignation for the buyer to perform a pre-payment or to produce a suited security.

(2) Regardless of any compensation claims produced partial achievements contractually are to be settled accounts in case of the partial resignation already and to pay.

## §8 guarantee

(1) Guarantee towards consumers

a) C+D Hobby Creativ GbR carries guarantee for the fact that the purchase object is free of lack by handing over. If a material defect appears within six months since handing over of the purchase object, is supposed that this was already defective by handing over, unless, this supposition is with the kind of the purchase object or the lack irreconcilably. If the material defect appears only at the end of six months, the buyer must prove that the material defect was already by handing over of the purchase object.

b) If the purchase object is defective by handing over, the buyer has the choice whether the supplementary performance should occur through finishing touches or replacement delivery. C+D Hobby Creativ GbR is entitled to refuse the kind of the elective supplementary performance if it is possibly only with disproportionate costs and remains the other kind of the supplementary performance without considerable disadvantages for the buyer.

c) If the supplementary performance misses, the buyer can require basically lowering of the purchase price (decrease) or cancellation of the contract (resignation) as well as damage substitute for his choice. With only slight defects no right to rescind is entitled to the buyer.

d) Claims of the buyer because of defects come under the statute of limitations in two years, with the sales of used things in one year.

(2) Guarantee towards enterprisers

a) If the purchase for C+D Hobby Creativ GbR and the buyer is a commercial transaction, the buyer has to examine the delivered product immediately for high-class divergence and amount divergence and to indicate recognizable defects within a term of one week from receipt of the product C+D Hobby Creativ GbR in writing;

otherwise the assertion of the guarantee claim is excluded. Concealed defects are to be registered C+D Hobby Creativ GbR within a term of one week from discovery in writing. For the term protection the timely sending is enough. In this case the full burden of proof meets the buyer to all claim conditions, in particular for the lack, for the time of the statement of the lack and to the timeliness of the defects rebuke.

b) With defects C+D Hobby Creativ GbR after the own choice performs guarantee by finishing touches or replacement delivery.

c) The claims of the buyer because of defects come under the statute of limitations in one year.

(3) If C+D Hobby Creativ GbR for the purpose of the supplementary performance delivers a purchase object free of lack, C+D Hobby Creativ GbR of the buyer can require back guarantee of the defective purchase object.

(4) The damages which are caused by measures contrary to the terms of the agreement or improper of the buyer by installation, connection, service or storage found no claim against C+D Hobby Creativ GbR.

#### **§9 restriction of liability**

(1) C+D Hobby Creativ GbR is liable for others than by injury of life, body and health originating damages only, as far as these damages are based on intentional or roughly careless action or on culpable injury of an essential contract duty by C+D Hobby Creativ GbR or their supplementary performance assistants. Contract-essential is a duty whose supplementary performance generally only allows the proper realization of the contract and may trust in their observance of the buyers regularly. A liability going out it on damage substitute is excluded. Claims from one of C+D Hobby Creativ GbR given guarantee for the state of the purchase object and the product liability law remain untouched from this.

(2) According to the current state of the technology the data communication on the Internet not can be guaranteed perfectly and/or any time available. Hence, we are not liable for the any time availability of our Internet shop.

#### **§10 legal choice, legal venue**

(1) All disputes from this legal relation are defeated by the right of the Federal Republic of Germany. With consumers this legal choice only in this respect, as the not granted protection counts by compelling regulations of the right of the state in which the consumer has his usual stay, is taken away. The validity of UN-purchase legal is excluded.

(2) If the buyer is a businessman, juridical person of the public right or public law special property is an exclusive legal venue for all disputes from this contract the place of business of C+D Hobby Creativ GbR. The same counts if the buyer has no general legal venue in Germany or the residence or usual stay are not known at the time of the complaint elevation.

#### **§11 severability clause**

Should a regulation of this general terms of business be invalid or be unenforcable or become, the remaining regulations of this general terms of business remain from this untouched, unless a party to a contract so unreasonably would be disadvantaged by the discontinuation of single clauses that a holding on in the contract can be expected of her no more.

### **INSTRUCTION OF THE CONSUMER**

#### **§1 cancellation legal**

You can revoke your contract explanation by return of the thing within 14 days, or what, without detail of reasons in text form (e.g. letter, fax, e-mail), if the thing in front of expiration of time is left to you. The period starts upon receipt of this instruction in text form, not in front of however receipt of the product with the receiver (on the recurring delivery of uniform goods not in front of receipt of the first partial delivery) and neither before fulfilment of our obligations to disclose information in accordance with article 246 § 2 in connection with § 1 para. 1 and 2 Introductory Law to the German Civil Code as well as our duties in accordance with § 312e para. 1 set of 1 BGB in connection with article 246 § 3, Introductory Law to the German Civil Code. For the preservation of the revocation period the punctual despatch of the revocation or the thing suffices.

The cancellation is to be directed in:

C+D Hobby Creativ GbR  
Am Rosenberg 6  
76831 Billigheim-Ingenheim  
Germany  
shop@cd-hobby-creativ.de  
Fax 06349 962463

#### **§2 cancellation results**

In the case of an effective revocation the performances received on both sides have to be granted and uses (e.g. interest) drawn if necessary to be returned back. If you can not or only in deteriorated condition completely or partly grant back us the received performance, you must do us equivalent compensation in this respect if necessary. This does not apply to the cession of things if the deterioration of the thing can be explained by the examination as it would have been possible approximately in the retail shop for you exclusively. You can avoid the duty to the equivalent compensation as for the rest for a deterioration arisen the taking into use according to the regulation of the thing by not taking the thing like your property in use and refraining from everything whose value impairs. Package dispatch capable things have to be returned on our risk. You have to bear the costs of the return, if these ordered this one delivered goods corresponds and if the price of the thing to be returned does not exceed an amount of 40 euros or if you have not produced the service in return or a partial payment agreed on by contract at a higher price of the thing at the time of the revocation yet. The return otherwise is cost-free for you. Not package dispatch capable things are collected from you. Obligations to the refund of payments must be met within 30 days. The period starts with the despatch of your revocation explanation or the thing, for us with the reception for you.

#### **§3 special tips**

The cancellation legal does not exist with distant sales contracts for the delivery of audio recordings or video recordings or from software, provided that the delivered data carriers have been unsealed by the consumer.

- End of the cancellation instruction-



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