

Terms and conditions

1. Scope

The following Terms and Conditions apply to all orders placed via our online shop. Our online shop is for consumers only.

2. Contractual partner, formation of contract, options for corrections

The contract is concluded with Handmade Tobias Perlak.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

3. Contract language, saving of the contract text

The language(s) available for concluding the contract: German, English

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. For security reasons, the text of the contract cannot be accessed via the internet.

4. Delivery conditions

Delivery costs may apply to the product prices displayed. Further information on delivery costs, if applicable, are explained within individual product offers.

You are entitled to collect your order from Handmade, Stadtbahnstr 31, 22393 Hamburg, Deutschland during the following hours of business: Die Do 14-18 Uhr oder nach Absprache

5. Payment

The following payment methods are basically available in our online shop.

Advance payment

If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

PayPal

In order to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment

transaction will be processed by PayPal after placing the order. You will receive further instructions during the ordering process.

Cash payment on collection

You may pay the invoice amount in cash on collection.

6. Retention of title

The goods shall remain our property until full payment is made.

7. Damage during delivery

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

8. Warranty and guarantees

We are under a legal duty to supply products that are in conformity with this contract.

For consumers, statutory warranty rights governed by the law of the country where the consumer has his habitual residence apply. Information on any additional guarantees and their precise conditions that may apply can be found next to the product and on specific information pages in the shop, if applicable. Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address provided for this purpose. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

9. Liability

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

10. Battery Ordinance

In the context of the distribution of batteries and accumulators, we are obligated as a dealer according to the Battery Ordinance to remind you as a consumer: You are legally obliged to return batteries and rechargeable batteries. You can return them after use at our point of sale, in a municipal collection center or also in the trade on the spot. Batteries containing harmful

substances are marked with a symbol consisting of a crossed-out refuse bin and the chemical symbol (Cd, Hg or Pb) of the heavy metal which is responsible for the classification as pollutant.

11. Others

11.1 All contracts concluded with Handmade within the meaning of § 1 are exclusively subject to the law of the Federal Republic of Germany with the express exclusion of the U.N. sales law.

11.2 The place of jurisdiction for all current and future claims arising from the business relationship with entrepreneurs, including bills of exchange and checks, is the registered office of Handmade; The same applies to consumers if the customer does not have a general place of jurisdiction in Germany, has moved his domicile or usual place of residence outside of Germany after the conclusion of the contract, or his place of residence or usual place of residence is not known at the time the action is brought.

11.3 In business dealings with companies, the common place of performance of the parties is the registered office of Handmade.

11.4 If the customer is an entrepreneur, the inclusion of his general terms and conditions is contradicted; In the event of a dissent in individual parts, the entire contract is deemed not to have been concluded (Section 139 of the German Civil Code).

11.5 Notifications and declarations to Handmade are to be submitted in writing if the customer is a consumer; If the customer is an entrepreneur, these declarations and notifications must be submitted by registered mail. Contractual agreements or declarations by the user remain unaffected by this provision.

11.6 If one of the above conditions is not effective, this does not affect the validity of the remaining provisions

12. Online dispute resolution

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>. The competent body in this matter is: Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, www.verbraucher-schlichter.de.

Right of revocation

You have the right to revoke this contract within a period of fourteen days without giving reasons.

The withdrawal period is fourteen days from the date on which you or a third party you have named, which is not the carrier, has or has taken possession of the last product.

To exercise your right of revocation, you must:

Handmade
Tobias Perlak
Stadtbahnstr 31
22393 Hamburg Germany

E-Mail: info@handmade.de
Fax: +49 (0) 40 611 85 999
Tel: +49 (0) 40 611 85 800

by means of a clear statement (eg a letter, fax or e-mail sent by mail) about your decision to revoke this contract. You can use the enclosed sample revocation form, but this is not required.

In order to keep the revocation period, it is enough that you send the notification of the exercise of the right of withdrawal before expiry of the withdrawal period.

Effects of withdrawal

If you revoke this Agreement, we will pay you all the payments we have received from you, including the cost of delivery (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the most favorable standard delivery offered by us) Within a period of fourteen days from the date on which the notice of revocation of this contract has been received by us. For such repayment, we will use the same means of payment that you have used in the original transaction, unless you have expressly agreed otherwise; In no case will you be charged for these repayment fees. We can refuse the repayment until we have recovered the goods or until you have proved that you have returned the goods, whichever is earlier.

You must return the goods to us immediately or in any case no later than fourteen days from the date on which you inform us of the revocation of this contract. The deadline is respected if you send the goods before the end of the deadline of 14 days. They bear the direct costs of returning the goods. They shall only be liable for any loss in value of the goods if this loss in value is attributable to a handling which is not necessary for the purpose of checking the quality, characteristics and functioning of the goods.

Special Notes / Financed Transactions

If you finance this contract with a loan and later revoke it, you are no longer bound by the loan contract, provided both contracts form an economic unit. This is particularly to be assumed if we are your lender at the same time or if your lender makes use of our cooperation with regard to the financing. If we have already received the loan when the revocation takes effect, your lender takes on our rights and obligations under the financed contract in relation to you with regard to the legal consequences of the revocation or return. The latter does not apply if the subject of the present contract is the acquisition of financial instruments (e.g. securities, foreign exchange or derivatives). If you want to avoid a contractual obligation as far as possible, make use of your right of withdrawal and also withdraw from the loan agreement if you also have a right of withdrawal.

Special information on the right of revocation:

The right of withdrawal of the purchaser expires prematurely if his contract partner has begun to execute the service with his express consent before the end of the period of revocation or the customer has caused it himself (eg by a download initiated by the customer).

In particular, there is no right of withdrawal from the purchaser

- delivery of goods which are made according to customer specifications or which are clearly tailored to the personal requirements or which are not suitable for repatriation due to their nature or which can quickly spoil or whose expiry date has been exceeded (§ 312 d IV No. 1) BGB);
- Audio or video recordings (eg CDs, videocassettes, DVDs) or software if these products have been unsealed by the customer (§ 312 d IV No. 2 BGB);
- In the case of combined transactions within the meaning of § 139 of the German Civil Code (BGB), the right of withdrawal as a whole is excluded if the parts are an economic unit.

Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract.)

To
Handmade
Tobias Perlak
Stadtbahnstr 31
22393 Hamburg Deutschland

E-Mail: info@handmade.de
Fax: +49 (0)40 611 85 999

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

Ordered on (*)/received on (*): _____

Name of consumer(s): _____

Address of consumer(s):

Signature of consumer(s)
(only if this form is notified on paper)

Date: _____

(*) Delete as appropriate.