

## **General Terms and Conditions**

**General Terms and Conditions for the purchase of goods at a distance through the Internet Store: [www.wellness-drinks.de](http://www.wellness-drinks.de), [www.kombucha-shop.de](http://www.kombucha-shop.de), owner and provider: André Götz**

### **§1 Subject of the Agreement; Scope of Application**

1. André Götz (for provider data please refer to: Imprint) is the operator of the internet shop [www.wellness-drinks.de](http://www.wellness-drinks.de), [www.kombucha-shop.de](http://www.kombucha-shop.de) (hereinafter referred to as supplier or shop) and offers customers thru this shop among other things the acquisition of Kombucha-Tea mushrooms, teas, other drinks, products and accessories in the wellness sector (products).
2. These General Terms and Conditions of the shop of André Götz (Shop-GTC) shall apply exclusively to all customers upon initial access of the contents, internet services and products made available in the shop. These General Terms and Conditions (Shop-GTC) are supplemented by the following consumer information and the data protection notice in their respective currently valid version provided in the shop.
3. Counter-confirmations of the contract partner making reference to his/her own General Terms and Conditions, business conditions or conditions of purchase that deviate from these General Terms and Conditions are hereby expressly rejected. Individual agreements shall remain unaffected.
4. The customers are authorized to acquire products listed in the respective online shop in accordance with the following provisions.

### **§2 Performance Obligations; Accomplishment of Contracts for the Purchase of Goods**

1. The customer has the option to buy products on [www.wellness-drinks.de](http://www.wellness-drinks.de) and [www.kombucha-shop.de](http://www.kombucha-shop.de) provided that the customer has acknowledged the validity of these General Terms and Conditions by mouse click. The customer has to specify his/her status as entrepreneur or other purchaser when ordering goods; all information declared has to be true, correct and complete.
2. The products shown on the portal do not constitute a binding offer. No obligation shall come into being until the placement of a binding legal order by the customer.
3. The customer can choose by mouse click from products and services offered by the supplier and put them into the basket. As long as the goods are in the basket, the customer can increase, change or delete the selection he made at any time. The customer delivers a binding purchase offer only after sending off the entirely completed order form. As part of the purchase order procedure, the purchaser will be informed about the customer's possible right of revocation.
4. The supplier saves and uses the statements delivered in this form to perform the sale contract as desired.
5. The supplier will immediately confirm the order after approval has been received (order confirmation). The confirmation is delivered to the e-mail address provided by the customer on the order form. The confirmation of receipt does not constitute binding acceptance of the customer offer but merely records the fact that the order has been received by the supplier. The order confirmation will once again contain the Consumer Information including the information concerning the exercise of the right of withdrawal as well as the model withdrawal form in text form. The purchase contract shall only be established by dispatching the ordered goods to the customer.

### **§ 3 Content and Form of Delivery; Delivery and Performance**

1. Unless expressly agreed upon otherwise, the delivery of products shall be accomplished ex stock to the delivery address given by the customer by a parcel service or respective forwarding company selected and authorised by the supplier. The supplier shall be entitled, in addition, to deliver the products to the customer from any other outside location.
2. The risk of unintentional loss or the unintentional deterioration of the merchandise shall pass to the customer with the handover of the merchandise to the customer or a person authorised

to accept delivery. In the event that the purchaser is an entrepreneur, additionally, the risk of accidental loss and accidental worsening of the merchandise transfers to the customer, as soon as the merchandise is dispatched to a qualified transport company (e.g. parcel service, forwarding company).

#### **§ 4 Prices and Payments; Handling and Shipping Charges; Costs of Return Shipments in Case of the Exertion of the Right of Withdrawal; Accounting Data**

1. The prices quoted shall prevail including statutory value-added tax and excluding stated handling and shipping.
2. The supplier is entitled to pass on the received master data and accounting data to a third party as far as this is required to settle payment.
3. The delivered merchandise remains the supplier's property until the payment of the agreed price is completed. The supplier shall in particular be entitled to prohibit the further use of the goods. If he withdraws from the contract as a consequence of the customer's default on payments, for instance. Should a third party gain access to the reserved property prior to full payment, the customer is obliged to inform this third party and to notify the supplier of the third party's access promptly in writing.
4. In case of exercising the right of withdrawal the purchaser has to bear the return expenses of the products.

#### **§ 5 Right of Withdrawal; Consumer Information; Information in Electronic Commerce**

1. Consumers are entitled to a right of withdrawal shall be the following, where consumers are any natural person who enters into a transaction for purposes which can be attributed mainly neither commercial nor their independent vocational activity:

##### **Right of withdrawal**

You have the right to cancel the contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us - **Wellnes-Drinks, owner: Herr André Götz, Eleonore-Sterling-Str. 20, 60433 Frankfurt am Main, phone: +49 (0)69 65303741, fax: +49 (0) 69 65303732, e-Mail: info@wellness-drinks.de** - of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us

**Wellness-Drinks, owner: André Götz, Eleonore-Sterling-Str. 20, 60433 Frankfurt am Main,**

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### **Exclusion of the right of withdrawal**

The right of withdrawal does not apply among other things to contracts for

- the supply of goods made to the consumer's specifications or clearly personalized.
  - the supply of goods which are highly perishable, or which may quickly pass their expiration date.
  - the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
  - the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items.
2. **The customer has extensive information about the possibility of utilization of the shop and the shop offers. Reference is made to the shop Consumer Information Information in electronic commerce.**

#### **§ 6 Warranty for Material Defects and Warranty of Title for Customers**

1. In the event delivered goods are damaged or faulty, the statutory provisions of the BGB apply. The assignment of the customer's claims is excluded.
2. The limitation period is two (2) years, calculated as of the delivery of the goods to the buyer or with the provision of chargeable services by the supplier.

#### **§ 7 Warranty for Material Defects and Warranty of Title for Entrepreneurs**

1. The Products are supplied free from shortcomings; the period of time for the assertion of the shortcoming claims is a (1) year from delivery of the products or with the provision of chargeable services by the supplier.
2. In all other respects concerning warranty for material defects and warranty of title statutory provisions shall apply.

#### **§ 8 Liabilities, Supplier's Restrictions on Liability**

1. The provider is liable without limitation for intent and gross negligence. In case of breaches of fundamental contractual obligations resulting from slight negligence induced by us, our statutory representatives or vicarious agents, the supplier's liability to the customer is limited to foreseeable, contract-typical immediate average damages.
2. The aforesaid limitations of restriction shall not concern claims of the Customer for product liability. The liability limitations do not apply to damage to the customer's life, body or health for which the supplier is held responsible.
3. If both the supplier and the customer bear responsibility for the damage, the customer must accept part of the blame. Paragraph 1 shall remain unaffected.

## **§ 9 Data Protection and Privacy**

1. The provider has taken extensive technical and organizational precautions to ensure that data are treated confidentially and are used only for their intended purpose. Misuse resulting from illegal acts induced by third parties cannot, however, be entirely excluded.
2. The supplier undertakes to use the data saved during the registration and ordering process for contractual purposes or for purposes of the preparation and handling of contracts via the shop only and to refrain from passing them on to external third parties, unless there is an obligation in this respect as decreed by the authorities or the customer clearly gave his consent to do so. This provision concerning the treatment of data is more succinctly formulated and supplemented by the information provided on data protection.
3. The supplier undertakes to ensure that all employees entrusted with the administration services and/or the shop management will strictly comply with the data protection regulations.

## **§ 10 Copyrights and Intellectual Property Rights**

1. All content included in the shop, such as graphics, images, texts and programs are subject to copyright and must neither be partially nor fully published, made available to other people or otherwise be used or published.
2. The customer undertakes to neither remove nor make illegible the copyright notices or other references to such rights contained on the shop platform.

## **§ 11 General Information**

1. Any contract shall be governed solely by the law of the Federal Republic of Germany; application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The exclusive place of jurisdiction is Frankfurt am Main in the Federal Republic of Germany insofar as the customer is an entrepreneur or a public corporation. The supplier is entitled to lodge legal proceedings also in territorial jurisdiction of the client's court.
2. The German contract text of these conditions and terms shall take precedence over a translation of these conditions and terms in another language.
3. The supplementary components of the terms and conditions as set out here can be entirely retrieved on the shop page.
4. The effectiveness of the remaining provisions shall not be affected by the possible ineffectiveness of one or more provisions. The parties to the contract shall endeavor to replace any such ineffective provision with another provision which is adjusted such as to be as close as possible to the economic purpose of the original ineffective clause.

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As at: March 2016