

## General Terms & Conditions of Sale

SANTAVERDE GmbH  
Borsteler Bogen 27B  
22453 Hamburg  
Germany  
Phone: +49.40.460 99 110  
Fax: +49.40.460 99 199

Email: [info@santaverde.de](mailto:info@santaverde.de)

VAT Reg. No. DE118654215  
Hamburg Commercial Register HRB 40 426  
Court with jurisdiction: Hamburg  
Executive directors: Sabine Beer, Dr. Peter Steck

### 1. Scope of application

(1) All your orders placed via our Online Shop [www.santaverde.de](http://www.santaverde.de) (hereinafter: "Webshop") are governed exclusively by these General Terms & Conditions of Sale -unless you lose more extensive consumer protection rules effective at your place of residence in Europe - in the version valid at the time of your order.

(2) The products offered in our Webshop are directed at you, regardless of whether you are a consumer or an entrepreneur in Germany and the countries of the European Union, but only as a final consumer. We do not conclude contracts with resellers. Declarations of acceptance will be rendered void if the contract proves to be with a reseller. **Consumers have the right to cancel an order under section 4.** You are deemed to be a consumer if you are a natural person concluding a legal transaction for purposes which can be predominantly attributed neither to your commercial nor to your independent professional activity (section 13 BGB, German Civil Code).

(3) Your terms and conditions of business or purchase shall not be applicable, even if we do not specifically reject their applicability in any individual case.

(4) The contract shall be concluded exclusively in German or in English, depending on whether you use the German or the English page of our Webshop when placing your order. The German version of our General Terms & Conditions of Sale shall prevail for all orders and every conclusion of a contract. If there are contradictions between the German version and a translation into another language, the German version shall be definitive.

### 2. Conclusion of contract

(1) Our statements on goods and prices within each order transaction shall be without engagement and subject to confirmation. The transaction commences

when you make a binding offer to purchase by ordering via the button "Order with obligation to pay", and this offer must first be accepted by us. Only as of the acceptance of your order does a purchase contract - and a right to delivery and payment - come into existence. We are under no obligation to accept your offer to purchase. Before your order is dispatched you may inspect and change the product details and data at any time. The order can however only be placed by you and then transmitted if you have first registered and, by clicking on the checkbox, confirmed that you have read and accepted these Terms & Conditions of Sale, which thereby become an integral part of your order.

(2) After we have received the order you will receive an automatic acknowledgement of receipt by email, which will repeat the details of your order and which you can print out by using the "Print" function. The automatic acknowledgement of receipt only documents the fact that your order has reached us and does not constitute an acceptance of the order. The contract shall only come into existence through the dispatch of our status-change email, which advises you of the dispatch of the goods. This status-change email shall constitute our Acceptance of Order.

### **3. Delivery, goods availability**

(1) If, at the time of your order, the product(s) selected by you is/are not available, currently or long term, we shall advise you thereof without delay by telephone or by email. In this case no contract shall come into existence. Any payments already made shall be refunded without delay.

(2) If the product specified by you in the order is only temporarily unavailable and if the delivery will take more than two weeks, you will have the right to withdraw from the contract or cancel your order. In this case we shall also be entitled to withdraw from the contract. In these circumstances we shall immediately refund any payment that may already have been made.

### **4. Cancellation of contract**

(1) As a consumer you have the right to cancel the contract. Please note the following instructions on cancellation:

#### **Conditions of cancellation**

#### **Right of cancellation**

As a consumer you have the right to cancel this contract within fourteen days without statement of reasons. The period allowed for cancellation shall be fourteen days as from the day on which you or a third party designated by you who is not the carrier took possession of the goods

- if you have ordered an article or more than one article as part of a combined order and a single delivery is made of the combined article(s);
- if you have ordered several articles as part of a combined order and the articles are delivered separately.

If more than one of the foregoing alternatives is present, the period for cancellation shall only commence when you or a third party designated by you who is not a carrier has taken possession of the last article or the last part-shipment or the last piece.

In order to exercise your right of cancellation you must inform us

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of your decision to cancel the contract by way of an unambiguous declaration (e.g. a letter sent by post, or by telefax or email). You may use the attached cancellation form for this purpose, but you are not obliged to do so.

Your advice of the exercise of your right of cancellation shall be deemed to be within the cancellation period if it is dispatched before expiry of said period.

#### Consequences of cancellation

If you cancel the contract we must refund all the payments which we have received from you, including shipping costs (with the exception of additional costs resulting from your selection of a different method of shipment from that offered by us, i.e. cheapest standard delivery), without delay and no later than fourteen days as from the day on which we receive your advice of the cancellation of the contract. We shall use the same method of payment for the refund as that employed by you for the original transaction, unless otherwise expressly agreed with you; in no circumstances will you incur charges through the refund.

We may refuse to refund until the goods have been returned to us or until you have provided evidence that you have sent the goods back to us, depending on which is the earlier time.

You are required to return the goods to us or surrender them to us without delay and in no case later than fourteen days as from the day on which you informed us of the cancellation of the contract. Said deadline will have been met if you dispatch the goods before expiry of the fourteen-day period. We shall bear the costs of return shipment if you advise us, before a return shipment, of your cancellation and willingness to return the goods. You will then receive a return shipment label from DHL to enable you to effect the return.

You will only have to compensate us for any possible loss of value of the goods if such loss is due to handling of the goods by you which is not necessary for the purpose of checking on their condition, properties and functionality.

#### Specimen cancellation form

(If you wish to cancel the contract, please complete this form and return it to us,)

To SANTAVERDE GmbH, Borsteler Bogen 27B, 22453 Hamburg, Germany  
Phone:+49.40.460 99 110  
Fax: +49.40.460 99 199  
Email: [info@santaverde.de](mailto:info@santaverde.de)

I/we(\*) hereby cancel the contract concluded by me/us(\*) for the purchase of the following goods(\*) / performance of the following service:

- Ordered on(\*) / received on(\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only for cancellation on paper)
- Date

(\*) Delete what does not apply.

(2) The right of cancellation does not apply to the following contracts:

- Contracts for the delivery of non-prefabricated goods, the manufacture of which was determined by the individual choice or instructions of the consumer or which are clearly tailored to the consumer's personal requirements

- Contracts for the delivery of sealed goods which for reasons of health protection or hygiene are not suitable for return, if the sealing has been removed after delivery
- Contracts for the delivery of goods if, after delivery, the property of said goods has enabled them to be inseparably mixed with other goods.

## **5. Prices and payment**

(1) All prices at [www.santaverde.de](http://www.santaverde.de) are in euros and are quoted including statutory VAT at current rate.

(2) You are free to select from the methods of payment listed at the end of the ordering process. Unless expressly agreed otherwise, we shall deliver against invoice, per Paypal payment, per payment by credit card, or by debit from bank account on the basis of the invoice, which is sent by email and which can also be included in our Acceptance of Order. If no advance payment has been agreed, our invoice will be due for payment within 14 days after the goods have been dispatched and you have received the invoice.

(3) In the case of payment by COD ("Cash on delivery") the invoice amount will be due for payment on delivery. Said amount will include the COD charge. You will also incur a delivery fee, charged in addition by Deutsche Post and automatically retained. This delivery fee will not form part of your Santaverde invoice. You will however, before you order, be able to see the currently charged amount in the summary of your order details.

(4) The goods delivered shall remain our property until payment has been made in full. In the event of breach of contract by you, in particular default on payment, we shall be entitled, after setting a reasonable deadline, to reclaim the delivered goods, which you will be obliged to surrender.

(5) The data entered shall be stored at Santaverde for the purpose of processing the order, but shall not be passed on to third parties, with the exception of the parties involved in the order process. The data protection rules of third parties or payment service providers shall apply in addition to our own.

(6) You will have no right to offset or withhold payment unless your counter-claim is undisputed or has been established at law.

## **6. Transport of the goods**

(1) We deliver, exclusively by means of carriers of our own choice, inside Germany, Belgium, Luxembourg, the Netherlands, Austria, Bulgaria, Denmark, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Malta, Netherlands, Portugal, Romania, Sweden, Slovakia, Slovenia, Hungary and Cyprus. The delivery period stated for the order on the respective page of the offer is based on relevant past orders and may, in particular circumstances, be exceeded by up to two workdays. Agreement on such a delivery date shall be without obligation of the kind involved in a fixed date transaction

(2) Delivery inside Germany will be effected within 1-3 workdays. Orders for Belgium, Luxembourg, the Netherlands and Austria will be delivered within 2-4 workdays. Orders for Bulgaria, Denmark, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Malta, Netherlands, Portugal, Romania, Sweden, Slovakia, Slovenia, Hungary and Cyprus will be delivered within 2-5 workdays.

(3) Public and other holidays are on different days in Germany, Belgium, Luxembourg, the Netherlands, Austria, Bulgaria, Denmark, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Malta, Portugal, Romania, Sweden, Slovakia, Slovenia, Hungary and Cyprus. These days also affect the time of delivery of your order and lead to a postponement of the delivery by two workdays immediately following the holiday.

(4) If you are a consumer, the risk of accidental perishing, accidental damage or accidental loss of the delivered goods shall pass to you at the point of time when the goods are delivered to you or when you default on acceptance thereof. In all other cases the risk shall pass as of the delivery of the goods to the carrier. We shall insure the goods at our expense against the standard transport risks.

(5) We shall be entitled to make part-deliveries to the address stated with the order, provided this can be reasonably expected of you when your and our interests are balanced against each other. We shall of course bear the additional shipping costs resulting from any part-deliveries. The shipping of part-deliveries shall be at our risk. The risk of the delivered goods shall pass to you as of the receipt of each part-delivery. If we default on outstanding part-deliveries or become unable to perform these part-deliveries at all, you will be entitled to withdraw from the contract as a whole or to demand payment of damages on grounds of failure to meet the entire commitment in every case when you are no longer interested in the part-delivery.

## **7. Retention of title**

(1) We hereby reserve title to the goods delivered by us until payment has been made in full of the purchase price for the goods in question (including output VAT and shipping costs).

(2) You shall not be entitled, except with our prior written consent, to resell the goods which have been delivered by us and to which title is reserved. You hereby now assign to us, for the event of any possible resale, the claims arising from the resale up to the amount of the purchase price payable to us plus a surcharge of 20%. We hereby authorise you to collect the thus assigned claims in the course of ordinary business operations, while retaining the right to revoke this authorisation at any time in the event of default on payment.

## **8. Claims for defects**

(1) The product illustrations do not always have to coincide with the appearance of the goods delivered. In particular, innovations in the product range can result in changes in the appearance and features of the products. Claims on grounds of defects will therefore not be admissible if such changes can within reason be accepted by you.

(2) If the product proves to have defects, we shall ensure that such defects are remedied within reasonable time, i.e. either deliver replacements or remove the defects. If the form of rectification selected by you is only possible at

disproportionate expense, we shall be entitled to provide the other form of rectification. Necessary expense arising from the rectification shall be borne by us. If we do not succeed in rectifying the defect, you will have the right to cancellation of the purchase or reduction of the purchase price, at your option.

(3) The following provision shall apply only to non-consumers: You are required to examine the product carefully immediately after receipt. The product delivered shall be deemed approved by you if we are not notified of a defect, in the case of obvious defects, within five workdays after delivery, or otherwise within five days after detection of the defect.

(4) Defective goods must be returned to us unless you have opted for a reduction in the purchase price.

(5) Claims for defects shall become time-barred two years after the time of delivery of the goods.

(6) The costs for the return of the goods by standard shipment shall be borne by us in the event of a defect.

## **9. Damages**

Damages on grounds of a breach of a contractual obligations will be paid in accordance with the relevant statutory provisions. The same shall apply to claims for damages under any European product liability act. All the instructions on the packaging and product information leaflets must be followed. No liability will be accepted for any application and/or operation which deviates from said instructions.

## **10. Data protection**

(1) We shall be permitted to process and store the data relating to the respective purchase contracts insofar as this is necessary for the execution and performance of the purchase contract and for as long as we are required to store said data under the provisions of statutory law.

(2) We reserve the right to pass on your personal data to enquiry agencies insofar as this is necessary for a check on credit status and provided you give your express consent in each individual case. We shall not otherwise pass on your personal customer data to third parties except with your express consent, unless we are bound by law to surrender such data.

(3) We are not permitted to collect, transfer or otherwise process the customer's personal data for other than the purposes specified in this section 10.

## **11. Miscellaneous**

(1) We reserve the right to alter these General Terms & Conditions at any time. The current effective version thereof can be accessed at any time at [santaverde.de](http://santaverde.de), downloaded as a PDF file and printed out.

(2) The applicable law is German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) If the customer is an entrepreneur within the meaning of section 1 (1) of the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the courts in Hamburg shall have exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship concerned. In all other cases suits may be started before any court that is competent under the provisions of statutory law.

(3) Claims and objections may be asserted at the address stated in the header.

## **12. Platform to alternative dispute resolution**

The European Commission provides a platform for dispute resolution (ODR). The platform is available from 15th of February 2016 at <http://ec.europa.eu/consumers/odr/>

Effective as of: January 2016