

## General Terms and Conditions

These General Terms and Conditions (GTC) shall apply to all contracts concluded via the platform

### Spirit of 76 Online Shop

between

**seventysix GmbH, Hauptstraße 28, D-63619 Bad Orb, Germany, Phone: +49 (0)6052 8038895, registered in the commercial register of the local court of Hanau under HRB 96295, represented by the managing director Sebastian Bogdahn, sales tax identification number: DE 295921407 - hereinafter referred to as the "Provider" -**

and

**the customers described in § 1 of these general terms and conditions - hereinafter referred to as the "Customer".**

### § 1 Scope, Definitions

(1) The business relationship between the webshop Provider (in the following "provider") and the customer (in the following "customer") shall be governed exclusively by the general terms and conditions in effect at the time the customer placed its order as follows. Different conditions established by the customer will not be recognized by the provider, unless the provider gave explicit written consent to such conditions.

(2) The customer is a consumer as long as the purpose of the ordered goods and services cannot be linked to a commercial activity or to an activity of an independent entity. Against it, entrepreneur is every natural or legal person or partnership capable of rights which acts by the conclusion of the contract in exercise of her commercial or independent professional activity.

### § 2 Conclusion of contract

(1) The customer may select products and their quantity from the provider's product range and collect these products in a so-called shopping cart by clicking the button "Add to cart". By clicking the button "Buy now", the customer makes a binding request to buy the products in the shopping cart. The customer may at any time alter and view the data before the purchase order is sent. However, the request may only be made and sent if the customer has accepted these terms and conditions of contract by clicking the button "Accept GTC", thereby incorporating them into his request.

(2) The Provider shall then send the Customer an automatic confirmation of receipt by e-mail, in which the Customer's order is listed again and which the Customer can print out using the "Print" function. With the sending of said confirmation of receipt, the provider issues the declaration of acceptance of the customer's application. Through this declaration of acceptance of the provider, the contract between the customer and the provider is concluded. In this e-mail or a separate e-mail, at the latest

with delivery of the order, the contract wording (consisting of purchase order, GTC and order confirmation) is provided to the customer on a durable data device (e-mail or paper print) by the provider (confirmation of contract). The contract wording is saved while ensuring privacy protection.

(3) Contracts are being concluded either in German or English language. In case of doubts the German language is considered valid and is applicable to the contract.

### **§ 3 Delivery, Availability of goods**

(1) The delivery time indicated by the provider is calculated from the point of the order confirmation, prior payment of the purchase price assumed (except in case of purchase on account). In case of payment by prepayment the delivery time is calculated from the point of receipt of payment on the bank account of the provider. Unless there is no or no deviating delivery time specified for the respective goods in the provider's online shop, the delivery time is usually 1-5 days for shipping within Germany. Delivery time for international shipping may vary.

(2) Should the customer's choice of product not be available at the time an order is placed, the provider shall immediately inform the customer of this in a separate email following the confirmation of receipt. If the product is permanently not available, the provider refrains from the declaration of acceptance. A contract is not concluded in this case.

(3) If the product ordered by the customer is only temporarily unavailable, the provider will also inform the customer of this immediately. If delivery is delayed by more than two weeks, the customer shall have the right to withdraw from the contract. In this case the provider is also entitled to withdraw from the contract. The provider will then refund any prior made payments of the customer.

### **§ 4 Reservation of title**

(1) The delivered goods remain property of the provider until full payment.

(2) If you are an entrepreneur (see above § 1), the following terms apply:

All goods supplied remain the property of the provider until full settlement of all claims from the current business relationship. For the duration of the retention of title, the customer may not pledge the retained goods or use them as security. The entrepreneur is allowed to resell the goods in ordinary course of business. In this case, the customer hereby assigns to the provider all claims in the amount of the invoice value arising out of such a resale. The customer explicitly accepts this assignment, however the entrepreneur is authorized to collect the claim. The provider reserves the right to collect the claim itself as soon as the entrepreneur does not properly fulfill its obligations of payment and is in default of payment.

Where reserved goods are combined or mixed with goods of the customer, the provider shall acquire co-ownership of the new product in the same proportion as that between the invoice value of the

reserved goods and the value of the other goods with which they are combined or mixed at the time of processing.

On demand of the customer, the provider shall release the securities at his disposal such that the realisable value of his remaining securities exceeds the receivables to be secured by more than 10%. The provider is entitled to select the securities to be released.

### **§ 5 Prices and shipping costs**

(1) All prices indicated on the website of the provider are, unless otherwise specified, for consumers inclusive and for entrepreneurs exclusive of the applicable statutory value added tax.

(2) The shipping costs are indicated to the customer in the order form and have to be paid by the customer. From an order value over 100,00€ incl. VAT, the provider delivers free of shipping costs in Germany.

(3) The goods are shipped by parcel post. The shipping risk is the responsibility of the provider if the customer is a consumer.

(4) In the event of a withdrawal, the customer shall bear the direct costs of the return shipment.

### **§ 6 Payment arrangements**

(1) The customer may make the payment by invoice, prepayment, cash on delivery (only within Germany; additional fee of 6,-€ inclusive of respectively, valid statutory value added tax), PayPal or credit card (VISA or Mastercard). The payment by invoice without prepayment shall only be possible for entrepreneurs (see above § 1).

(2) The customer can change the method of payment anytime during the order process.

(3) Payment of the purchase price is due at the latest upon conclusion of the contract. For consumers, the invoice amount due for payment in advance is to be transferred to the account of the provider within 10 days after receipt of the order confirmation and stating the order number received. The corresponding account details of the provider are visible on the invoice.

(4) Payment of the purchase price is due at the latest upon conclusion of the contract. For entrepreneurs, the invoice amount due for payment on account is to be transferred to the account of the provider within 10 days after receipt of the invoice and stating the invoice number received. If the due date of payment is determined by the calendar, the customer is already in default by missing the deadline. In this case, he has to pay the provider default interest in the amount of 5 percentage points above the prime rate.

(5) With the customer's liability to pay default interest the provider does not foreclose further claim to damages caused by delay.

(6) In case of payment by prepayment the provider is entitled to withdraw from the contract and to cancel the order, if the payable invoice amount is not transferred to the bank account of the provider within 10 days after receipt of the order confirmation.

## § 7 Warranty

(1) The provider is liable for material defects according to the applicable legal regulations, in particular §§ 434 et seqq. of the German Civil Code (BGB). For entrepreneurs the warranty period for goods delivered by the provider is 12 months.

(2) An additional warranty for goods delivered by the provider only exists if explicit stated to the respective article in the order confirmation.

(3) For goods delivered by the provider there is no liability and no warranty assumed for defects that are caused by a violation of the care instructions.

(4) For entrepreneurs (see above § 1) the legal regulations apply with the following modification:

- For the quality of the goods only the specifications of the provider and the product specifications of the manufacturer are binding, but not any public promotions, statements or other advertising by the manufacturer.
- The customer is obligated to inspect the goods for deviations in quality and quantity immediately and with due diligence. Moreover the customer is obligated to notify the provider obvious defects within 7 days from receipt of the goods. Punctual dispatch suffices to comply with the time limit. This also applies to later detected defects from the time of discovery. The assertion of warranty claims is excluded upon violation of the examination and reproof obligation.
- In case of defects it is the provider's choice whether to assume warranty by rectification or by replacement delivery (supplementary performance). In case of rectification the provider does not bear the costs caused by transport of the goods to a location other than the place of performance, if the transport does not correspond to the intended use of the goods.
- If the rectification by the provider fails twice, the customer can choose to claim a discount or withdraw from the contract.

## **§ 8 Liability**

(1) The customer's claims for damages are excluded. Excepted are claims arising from injury to life, body and health or from violation of essential contractual obligations (cardinal obligations) as well as the liability for other damages based on deliberate or grossly negligent breach of duty of the provider, of his legal representatives or of his assistants. Essential contractual obligations are those that are required to be fulfilled to achieve the aim of the contract.

(2) In the case of essential contractual obligations being violated, the provider is only liable for foreseeable damage and damage typical for the contract if caused simply negligent, unless it concerns the customer's claims for damages arising from injury to life, body or health.

(3) The limitations in (1) and (2) are also valid for the legal representatives or assistants of the provider, if claims are asserted directly against them.

(4) The rules of the Product Liability Act shall remain unaffected.

## **§ 9 Cancellation policy**

(1) When closing a distance selling deal, consumers generally have the legal right of withdrawal, which the provider, in accordance with the statutory model, informs about in the following. Exceptions to the legal right of withdrawal are regulated in clauses (2) and (3). In clause (4) is a modal withdrawal form.

### **Cancellation policy**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the day you or a third party, other than the carrier and appointed by you has taken possession of the goods.

To exercise your right of withdrawal, you must inform us (for contact information see above) 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 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 will bear the cost of returning the goods.

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.

(2) According to § 312g paragraph 2 BGB, the right of withdrawal does not apply to contracts for the delivery of goods that are manufactured according to customer specifications or are clearly tailored to personal needs.

(3) Pursuant to Section 312g paragraph 2 of the German Civil Code (BGB), the right of revocation shall still not apply to goods that are no longer in a new and unused condition, whose packaging or labels are damaged or which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

(4) In the following the provider informs about the model withdrawal form according to statutory regulations:

#### **Model withdrawal form**

If you want to withdraw from the contract please fill in this form and send it back to:

seventysix GmbH  
Hauptstraße 28  
D-63619 Bad Orb

E-Mail: [service@spiro76.com](mailto:service@spiro76.com)

- 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



## **§ 10 Return**

If possible, please return the commodity to us in its original packaging including all accessories and all packaging components. Use a protective secondary packaging if necessary. If the original packaging is no longer available, please care for a suitable package to provide protection of damages in transit, to avoid claims for damages caused by inadequate packaging.

## **§ 11 Notes on data processing**

(1) The provider collects customer data within the scope of contract implementation. In doing so the provider adheres notably to the rules of the German Data Protection Act and the German Teleservices Act. Without the consent of the customer the provider will only collect, process or use inventory and usage data of the customer as far as this is necessary for implementing the contract and for utilization and billing of telemedia.

(2) Without the customer's consent the provider will not use the data of the customer for the purposes of advertising, market or opinion research.

(3) The Customer has the possibility to review the data stored in his profile at any time, as well as to modify or delete his profile. Moreover all regulations on the customer's consents and further information about data collection, handling and usage are stated in the privacy policy, accessible on the provider's website at any time in printable version under the category "Privacy policy".

## **§ 12 Copyrights and rights of use**

The website itself, the graphics, pictures, logos and the contents of the provider are protected by copyright. The copying, saving, duplicating or editing is not allowed for third parties. The granting of further rights of use (e.g. duplication) requires express written permission of the provider.

## **§ 13 Final provisions**

(1) The law of the Federal Republic of Germany applies to all contracts between the provider and the customers to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) If the customer is merchant, corporate body under public law or special fund under public law, the legal venue for all disputes arising from the contractual relationship between the customer and the provider is the registered office of the provider.

(3) Even if individual provisions of the contract are legal ineffective, the remaining provisions of the contract remain binding. As far as existing, statutory provisions will take the place of the ineffective provisions. If this would constitute an unreasonable hardship for one of the parties, the whole contract shall become ineffective.