

General Terms and Conditions



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1) Scope of Application

1.1 These General Terms and Conditions of the company CasaFan GmbH (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 These Terms and Conditions regarding contracts for the supply of goods presented by the Seller in its print catalogue apply accordingly, unless expressly otherwise agreed.

1.3 A consumer pursuant to these Terms and Conditions is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these Terms and Conditions is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

1.4 Digital content in the sense of these General Terms and Conditions are all data not on a tangible medium which are produced in digital form and are supplied by the Seller by granting certain usage rights precisely defined in these General Terms and Conditions.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the Seller by telephone, fax, e-mail, postal service or per online contact form.

2.3 In case of ordering goods presented in the Seller's print catalogue, the Client may submit his offer by telephone, fax, e-mail or postal service. For this purpose, the Client may fill in the order form attached to the Seller's print catalogue and return it to the Seller.

2.4 The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the customer is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.5 If the Client chooses "PayPal Express" when placing his order, payment processing is handled by the payment service provider PayPal (Europe) S.a.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"). The PayPal terms of use shall apply which can be viewed at:

https://www.paypal.com/ie/webapps/mpp/ua/servicedescription-full?locale.x=en_IE.

In case the Client has no PayPal account, the conditions for payments without PayPal account will apply which can be viewed at:

https://www.paypal.com/ie/webapps/mpp/ua/legalhub-full?locale.x=en_US.

If the Client chooses "PayPal Express" as payment method, he initiates also a payment order to PayPal by clicking the button finalizing the order process. In this case, the Seller declares his acceptance of the Client's offer already at the time when the Client initiates the payment transaction by clicking the button finalizing the ordering process.

2.6 In case of an order via the Seller's online order form, the text of the contract will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the text of the contract will be stored on the Seller's website and can be found by the Client via the password-protected customer account by entering the respective login information, provided that the Client has created a customer account in

the Seller's online shop prior to submitting his order.

2.7 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors.

The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.8 The German and the English language are exclusively available for the conclusion of the contract.

2.9 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed informations about the right to cancel are provided in the Seller's instruction on cancellation.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.3 If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

4.4 When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter called "PayPal") subject to the PayPal terms of use which can be viewed at:
<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.

In case the client has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at:
<https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>

4.5 If the payment method "immediate bank transfer" is selected, payment processing is carried out via the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich (hereinafter referred to as "IMMEDIATE"). In order to be able to pay the invoice amount via "immediate bank transfer," the Client must have an online banking account with the PIN/TAN method that is activated for participation in "immediate bank transfer," he must have the appropriate credentials during the payment process, and he must confirm the payment instruction to IMMEDIATE. The payment transaction will be executed immediately afterwards and the Client's bank account debited accordingly. Further information on the payment method "immediate bank transfer" can be called up by the Client on the Internet at <https://www.sofort.com/ger-DE/kaeufersu/so-funktioniert-sofort-ueberweisung/>.

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Personal collection is not possible for logistical reasons.

6) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

7) Warranty

7.1 Should the object of purchase be deficient, statutory provisions shall apply.

7.2 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Applicable Law

The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which

the consumer has his habitual residence.

9) Place of Jurisdiction

If the Client is a businessman, a legal entity of public law or a separate estate under public law with its seat in the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract.. If the Client is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract provided that the contract or claims from the contract can be assigned to the Client's professional or commercial activities. In any event however, regarding the aforementioned cases the Seller is entitled to call the court responsible for the seat of the Client.

10) Alternative dispute resolution

10.1 The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

10.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.