

General Terms and Conditions

Section 1 Area of Application

The following Terms and Conditions shall apply to all contracts for the delivery of goods concluded between the Seller and the Purchaser. They shall also apply to all future business relations even if they are not expressly agreed again. Terms and conditions of the Purchaser deviating from these Terms and Conditions which the Seller does not expressly acknowledge shall not be binding on the Seller even if the Seller does not expressly object to them.

Section 2 Articles for Sale

(1) The articles for sale are glass beads and glass bead jewellery presented on the website and to be acquired by purchase which have been artistically handcrafted by the Seller.

(2) Each article illustrated is unique and therefore is not entirely reproducible compared with the illustration so that slight colour variations to be tolerated by the Purchaser may occur between the original and the illustration.

Section 3 Offer and Conclusion of the Contract

The Purchaser shall be bound for two weeks by his offer made by email to conclude a contract of sale (order) – the email is sent under “order”, assigned to the individually desired goods. The Seller may accept the offer only within these two weeks by a written declaration to the Purchaser.

Section 4 Purchase Price / Terms of Payment

(1) The Seller's prices are “ex works”. **Value-added tax at the current rate of 19 percent shall be added to the Seller's prices. The prices are exclusive of shipping and packaging.**

(2) The purchase price payable by the Purchaser shall be due for payment **by Paypal** free of deductions immediately on receipt of the invoice.

(3) If the Purchaser defaults in payment, the Seller shall be entitled to assert default interest at a rate of 5 percentage points above the basic interest rate. The Seller reserves the right to assert more extensive damage caused by default.

(4) The Purchaser shall be entitled to offset counterclaims against the purchase-money claim only if his counterclaims have been recognized by a final and absolute court decision or are not contested by the Seller or are recognized by the Seller. The Purchaser shall be entitled to exercise rights of retention only if his counterclaim is based on the same contractual relationship.

Section 5

Terms of Delivery

(1) The goods shall be dispatched on receipt of the payment of the purchase price **uninsured at the Purchaser's risk**. International orders shall be dispatched by airmail and national orders by freight carrier or by normal mail. The **shipping and packaging charges shall be borne by the Purchaser**.

(2) If the Purchaser culpably violates his contractual duties to cooperate or defaults in taking delivery the risk of accidental loss or of accidental deterioration of the article of sale shall pass to the Purchaser the moment he defaults in taking delivery.

(3) The Seller shall be liable in accordance with statutory provisions if default in delivery is due to an intentional or grossly negligent breach of contract for which it is responsible; any fault of its representatives or "Erfüllungsgehilfen" (persons employed in performing a contractual obligation for whom the principal is vicariously liable) shall be attributable to it. The Seller shall also be liable in accordance with statutory provisions if the default in delivery is due to a culpable breach of an essential contractual duty for which it, the Seller, its representatives or "Erfüllungsgehilfen" are responsible; in this case, the Seller's liability shall be limited to the foreseeable damage typical of the contract.

(4) The further statutory claims and rights of the Purchaser based on default in delivery remain unaffected.

Section 6

Warranty / Liability

(1) If the article of sale has a defect for which the Seller is responsible, the Seller shall be obliged to perform remedial measures to the exclusion of the Purchaser's rights to rescind the contract or to reduce the purchase price unless the Seller is entitled to refuse to perform remedial measures under the law. The Purchaser must give the Seller a reasonable period of time to perform remedial measures.

(2) The remedial measures may be performed at the Purchaser's option either by remedying the defect or delivering a new article. Reduction of the purchase price and rescission of the contract by the Purchaser are excluded during the performance of remedial measures. If the performance of remedial measures has failed, the Purchaser may, at his option, demand a reduction of the purchase price or rescind the contract.

(3) The Purchaser may assert damage claims for the defect on the following conditions only when the performance of remedial measures has failed. The Purchaser's right to assert more extensive damage claims on the following conditions remains unaffected thereby.

(4) The Seller shall have unlimited liability in accordance with statutory provisions for injury to life, the body and health caused by a negligent or intentional breach of duty of the Seller, its legal representatives or its "Erfüllungsgehilfen", and for damage comprised by liability under the German Product Liability Act (*Produkthaftungsgesetz*) and for all damage caused by intentional or grossly negligent breaches of contract as well as fraudulent intent of the Seller, its legal representatives or "Erfüllungsgehilfen". To the extent that the Seller has given a guarantee of quality an/or of durability with regard to the article of sale or parts thereof, it shall also be liable within the scope of this guarantee. However, for damage which is caused by the lack of a guaranteed quality or durability but is not caused to the article of sale direct the Seller shall be liable only if the risk of such damage is obviously covered by the guarantee of quality and durability.

(5) The Seller shall also be liable for damage caused by slight negligence to the extent that this negligence relates to a violation of essential contractual duties or of a cardinal duty. The same shall apply if the Purchaser is entitled to claims for damages in lieu of performance. However, the Seller shall be liable only to the extent that the damage is typically connected with the contract and is foreseeable.

(6) More extensive liability of the Seller is excluded irrespective of the legal nature of the asserted claim; this particularly applies to claims in tort or claims for reimbursement of futile expenses in lieu of performance; the Seller's liability pursuant to Section 5 para. 3 of this Contract remains unaffected thereby. To the extent that the Seller's liability is excluded or limited, this shall also apply to the personal liability of its employees, workers, representatives and "Erfüllungsgehilfen".

Section 7
Reservation of Title

(1) The Seller shall reserve title to the article of sale until receipt of all payments under the contract of sale.

(2) The Purchaser shall inform the Seller without undue delay in writing of all seizures by third parties, particularly measures to levy execution, as well as other interferences with its property. The Purchaser shall compensate the Seller for all damage and reimburse it for all costs suffered and incurred respectively as a result of any violation of this obligation and as a result of necessary measures to intervene against seizures by third parties.

(3) If the Purchaser acts in breach of contract, particularly if the Purchaser does not make the payments owed by him despite a reminder by the Seller, the Seller may, after setting a reasonable deadline, rescind the contract and demand the return of the article of sale still owned by it. Repossession of the article of sale by the Seller shall constitute rescission of the contract. The transportation costs accruing in this connection shall be borne by the Purchaser. Attachment of the article of sale by the Seller shall invariably constitute rescission of the contract. The Seller is entitled to realize the article of sale after recovering the same. The realization proceeds shall be offset against liabilities of the Seller, less reasonable realization costs.

Section 8
Final Provisions

(1) Claims arising from the contract of sale may not be assigned without the Seller's written consent.

(2) Vis-à-vis merchants the place of performance for all obligations arising from the business relations with the Seller shall be the Seller's seat.

(3) Vis-à-vis merchants the courts of Hamburg shall have jurisdiction over all disputes arising from the business relations with the Seller. The same shall apply in the event that the ordering party has no general place of jurisdiction in the Federal Republic of Germany or the place of residence or of habitual abode is not known at the time of the filing of the action.

(4) The relations between the contracting parties shall be exclusively governed by the laws applicable in the Federal Republic of Germany to the exclusion of all international agreements.

(5) Subsidiary agreements, supplements, amendments and cancellation of this contract of sale must be in writing in order to be valid. This also applies to any agreement eliminating the requirement of writing.

Section 9 Severability Clause

(1) Should any provision of these Terms and Conditions prove to be invalid, the validity of the other provisions or stipulations shall not be affected thereby.

(2) The parties are obliged to replace any invalid or unenforceable provision by a valid or enforceable provision which meets the economic or artistic purpose of the invalid or unenforceable provision as far as possible.

Cancellation Policy

Right of cancellation

The Purchaser has the right to cancel his contractual declaration within two weeks either in writing (e.g. by letter, fax, email) or by returning the article, without giving any reasons. This period shall commence upon receipt of this instruction at the latest. To observe the period for cancellation it shall suffice to send off the notice of cancellation or the article within the period for cancellation. The notice of cancellation must be addressed to: Dora Schubert, Börnsener Straße 39, 21039 Börnsen, Germany, email: info@doraschubert.com.

Consequences of cancellation

In the event of a contract being validly cancelled, both parties must restore what has been received by them in performance of the contract and return any profits drawn and benefits enjoyed (e.g. interest). If the Purchaser is not able to return what has been received in performance of the contract to the Seller in whole or in part or is able to do so only in a deteriorated condition, the Purchaser must compensate the Seller for the lost value. This shall not apply to articles received if the deterioration of the article was exclusively caused by an inspection of the same as could have been carried out by the Purchaser in a retail store for

instance. Furthermore, the Purchaser can avoid having to compensate for the lost value by not putting the article into use like an owner and by refraining from taking any action which impairs its value. If an article from a delivery of goods the total order value of which does not exceed EUR 40.00 is returned, the Purchaser shall bear the costs of the return if the article delivered corresponds to the article ordered. Otherwise, the return shall be free of charge for the Purchaser.