

## 1. Scope

These terms and conditions apply to all orders placed with Wellensteyn International GmbH & Co. KG, Mühlenweg 150, 22844 Norderstedt (hereinafter Wellensteyn) on all pages directly connected to [www.wellensteyn.com](http://www.wellensteyn.com) and on this page itself (following website), the consumers (§ 13 BGB), regardless of the used Remote communication means, deliver, exclusively.

A consumer is any natural person who concludes a legal transaction for a purpose that cannot be attributed to their commercial or independent professional activity. German law applies, even if ordered from abroad. The choice of German law does not deprive the consumer of the protection of the mandatory law of his home country.

## 2. Conclusion of contract

The product range offered on the website is an invitation to the customer to submit an offer to Wellensteyn to purchase the data provided on the website. The customer's order via the website is a binding offer to conclude a purchase contract for the content of the order. An order binding on the customer only comes into effect when the customer clicks on the button Order for payment, if the customer has previously entered all data required for the execution of the contract and has acknowledged and agreed to these terms and conditions and the revocation instructions as well as the has confirmed our privacy notice. On the order overview page, he or she can view the data entered for the order. Up to clicking this button the customer can process the order and the data indicated by him to his order over the respective button before sending the order change. The customer's offer refers to the products listed in the order overview. Product images on the Internet pages are only examples and may differ from the ordered product for technical reasons. With regard to the performance details stated in brochures, illustrations, drawings or other descriptions, in particular with regard to dimensions, colours, constructions and shapes as well as other deviations, we reserve the right to make any changes which do not restrict the use for the contractual purpose. No claims against Wellensteyn can be derived from such changes. The customer then receives an automatic confirmation of receipt by email, which reproduces the content of the customer's order once again and which the customer can print out. This automatic confirmation of receipt does not yet represent an acceptance of the offer, but merely documents that the order has been received by the seller. The contract is only concluded upon Wellensteyn's declaration of acceptance. For customers who have chosen the cash on delivery payment method, Wellensteyn will declare acceptance by shipping the ordered product. For customers who have chosen the payment method credit card or Paypal, Wellensteyn will declare acceptance by sending an order confirmation by email. For customers who have chosen the prepayment method, Wellensteyn will declare acceptance by sending an order confirmation by email. Wellensteyn reserves the right not to accept an order. This is at Wellensteyn's discretion. If Wellensteyn does not accept the offer within seven working days, the order shall be deemed rejected. Online sales of our products take place exclusively in countries of the European Union. Purchase orders for deliveries to non-EU countries Wellensteyn does not accept foreign countries. Orders are

only accepted by persons of full age and are only possible in normal household quantities.

## 3. Personalized products

Orders for personalized goods are accepted under the following conditions:

- The personalised goods do not contain any content that is relevant under criminal law, insulting, discriminatory or otherwise endangering public order.
- The personalised goods do not infringe any rights third.
- The customer guarantees the existence of conditions a) - b)

If, after the conclusion of the contract, one of paragraphs a) – c) does not prove to be available, Wellensteyn shall not be obliged to perform, but shall be entitled to claim damages in the amount of the value of the goods.

## 4. Delivery reservation

If ordered goods are not available, Wellensteyn is not obliged to deliver. Wellensteyn will inform the customer as soon as possible of the unavailability and will immediately refund any payments already made.

## 5. Prices and costs

All prices shown on the website (purchase price) are amounts in EURO and include the value added tax in the respective legal amount as well as the costs for shipping and the cash on delivery fee for the selected payment method (only in Germany). The price at the time of the order applies. Any customs duties and customs clearance costs will be borne by Wellensteyn.

## 6. Complaints

Written complaints about the circumstances of the conclusion of the contract or the type of execution of the contract must be sent to the following address:

Wellensteyn International GmbH & Co. KG,  
Mühlenweg 150 in 22844 Norderstedt.

In the case that a customer complains verbally about circumstances of the conclusion of the contract or the type of contract execution, he can do this under the following telephone number: +49 (0) 40 / 30 98 59 30.

## 7. Delivery

The ordered products will be delivered to the delivery address indicated by the customer.

## 8. Payment methods

Payment can be made as follows:

- Cash on delivery (only in Germany)
- Prepayment.

If you pay in advance, Wellensteyn will provide you with bank details in the order confirmation. As soon as the amount due has been received by Wellensteyn, the goods will be dispatched. The bank details are as follows:

Recipient:

Wellensteyn International GmbH & Co. KG

Bank: Hamburger Sparkasse

IBAN: DE77 2005 0550 1238 1204 20

S.W.I.F.T./BIC: BIC: HASP DE HH XXX

- Payment by credit card

At Wellensteyn you can use VISA or Pay MasterCard. For your order the card number, the card verification number, the expiry date and the name of the credit card holder are required. Of course we do not charge the credit card until the ordered items are shipped. Wellensteyn reserves the right to restrict the use of the above payment methods individually to the use of one or more payment methods. This applies in particular with regard to conducting a positive risk assessment.

- Payment by PayPal

When paying via PayPal, payment is made directly via the PayPal account. After sending

the order forwarding to PayPal takes place, there the order value is to be given freely. As soon as Wellensteyn uses his PayPal account via the authorization, the item is prepared for shipment and the customer's PayPal account is debited.

## 9. Retention of title

The goods remain the property of Wellensteyn until full payment has been received.

## 10. Warranty

Warranties are provided in accordance with the statutory provisions. If delivered items show obvious material or manufacturing defects, including transport damage, please report such defects immediately to Wellensteyn or the carrier delivering the item. Failure to make this complaint, however, has no consequences for your legal claims.

## 11. Product care

The customer is informed of the washing and care instructions which are affixed to the labels of the products. Wellensteyn will not accept any damage resulting from improper treatment.

## 12. Information obligation according to battery regulation

Batteries are also used in some of the products sold by Wellensteyn. Batteries must not be disposed of with household waste. End users are legally obliged to return all used batteries and rechargeable batteries, for example at public collection points or where batteries are sold.

## 13. Data privacy, use of the website

The compliance of data protection regulation is very important to us. Our data protection declaration, which states how the data is used by us and what rights the data subject is entitled to, can be found in the data protection declaration under [www.wellensteyn.com/downloads/en\\_datenschutzerklaerung.pdf](http://www.wellensteyn.com/downloads/en_datenschutzerklaerung.pdf).

Wellensteyn International GmbH & Co KG will only collect personal data in accordance with the basic data protection regulations and in accordance with the country-specific data protection regulations applicable to us.

## 14. Collection and Use of Information

In order to process your order, we need your first and last name, your email address, your telephone number and your address. We need your telephone number for a quick contact with you for inquiries and information in connection with your order.

## 15. Alternative dispute resolution

The EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to settle disputes in connection with their online order without having to go to court. The dispute resolution platform can be reached via the external link <http://ec.europa.eu/consumers/odr/>.

## 16. Provider identification

Wellensteyn International GmbH & Co. KG

Mühlenweg 150, 22844 Norderstedt

Phone: + 49 (0)40 / 30 98 59 30

Fax: + 49 (0)40 / 30 98 59 39

Homepage: [www.wellensteyn.com](http://www.wellensteyn.com)

Legal form: limited partnership

Company location: Norderstedt

Register court: Norderstedt

Managing director: Thomas Wuttke

General partner: Wellensteyn Verwaltungs und Beteiligungs GmbH

Managing director: Thomas Wuttke

Local court Kiel: HRB 6592

VAT identification number: DE237364