

General terms and conditions

1. Scope of application

The following terms and conditions apply to all orders placed through our online store. Our online store is aimed exclusively at consumers. A consumer is any natural person who enters into a legal transaction for purposes that cannot be primarily attributed to either their commercial activity or their independent professional activity. An entrepreneur is a natural or legal person or a partnership with legal capacity that, when concluding a legal transaction, is acting in the scope of their commercial or independent professional activity.

2. Contractual partner, conclusion of contract, correction options

The purchase contract is concluded with Cherry E-Commerce GmbH.

The presentation of the products in the online store constitutes not a legally binding offer, but a non-binding online catalogue. You can initially place our products into the shopping cart without obligation and correct your entries at any time before submitting your binding order by using the correction aid provided for this purpose and explained in the order process. By clicking the order button, you make a binding offer for the goods contained in the shopping cart. Confirmation of receipt of your order will be sent by e-mail immediately after submission of the order.

The confirmation of receipt for the order follows immediately after submission of the order and does not constitute acceptance of the contract. We can accept your order by sending a contract confirmation by e-mail within two working days.

3. Contract language, contract text storage

The language available for conclusion of the contract: German.

We store the contract text and send you the order data and our terms and conditions in text form. For security reasons, the contract text is no longer accessible on the Internet.

4. Terms and conditions of delivery

In addition to the stated product prices, shipping costs may be incurred. You can find out more details on potential shipping costs in the offers.

We only deliver by dispatch. Unfortunately, goods pick-up is not possible.

5. Payment

The following payment methods are generally available in our store:

Credit card

During the order process, you enter your credit card details. Your card will be charged after the goods have been dispatched.

PayPal

To pay the invoice amount using the payment service provider PayPal (Europe) S.à rl et Cie, SCA, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"), you must be registered with

PayPal, identify yourself with your login credentials and confirm the payment instructions. PayPal completes the payment transaction after the goods have been shipped. You will receive further instructions during the ordering process. PayPal can offer registered customers and those customers selected by PayPal's own criteria additional payment options in the customer account. However, we have no influence on what options are offered; other individually offered payment options affect your legal relationship with PayPal. You can find more information about this in your PayPal account.

6. Retention of title

The goods remain our property until full payment.

7. Transport damage

If goods are delivered with obvious transport damage, please make a claim to the deliverer for any defects without delay and contact us immediately. Failure to submit a complaint or to contact us has no consequences in regard to your legal claims and their enforcement, especially your warranty rights. However, it will help us to assert our own claims against the carrier or the transport insurance.

8. Warranty and guarantees

Liability for defects

The statutory law on liability for defects shall apply.

Guarantees and customer service

Information on any applicable additional guarantees and their precise conditions can be found with the product and on special information pages in the online store.

9. Transport damage liability

We are always liable without limitation for claims based on damage caused by us, our legal representatives or our vicarious agents

- In case of harm to life, body or health
- In case of intentional or grossly negligent breach of duty
- In case of guarantee promises, if agreed, or
- Insofar as the application of the Product Liability Act is established

In the event of a breach of essential contractual obligations, the fulfilment of which is a prerequisite for proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part or on the part of our legal representatives or vicarious agents, the liability shall be limited to the amount of the damage foreseeable at the time of the conclusion of the contract, the occurrence of which is to be typically expected.

Claims for damages are otherwise excluded.

10. Dispute resolution

The European Commission provides a platform for online dispute resolution (ODR), which you can find [here](https://ec.europa.eu/consumers/odr/) (<https://ec.europa.eu/consumers/odr/>). We are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

Revocation policy

Consumers have a 14-day right of revocation.

Right of revocation

You have the right to revoke this contract within 14 days without providing any reason. The revocation period is 14 days from the day on which you or a third party named by you that is not the carrier has taken possession of the last partial shipment or the last item.

To exercise your right of revocation, you must inform us (Cherry E-Commerce GmbH, Einsteinstrasse 174, c/o Design Offices Bogenhausen, 81677 Munich, order-ecom@cherry.de) of your decision to revoke this contract by making a clear statement (such as by sending a letter or an e-mail). For this purpose, you may use the enclosed revocation form template, but this is not mandatory.

To comply with the revocation period, it is sufficient that you send notification of the exercise of the right of cancellation before expiry of the revocation period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favourable standard delivery offered by us), without undue delay and no later than within 14 days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; under no circumstances will you be charged any fees because of this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever comes first.

You must return or hand over the goods to us without undue delay and in any case no later than within 14 days from the day on which you notify us of revocation of this contract. The deadline is met if you send the goods before expiry of the period of 14 days. You shall bear the direct costs of returning the goods. You are only liable for any diminished value of the goods resulting from handling other than what is necessary to ascertain the condition, properties and function of the goods.

Revocation form template

(If you wish to revoke the contract, please complete and return this form).

- Send the completed form to: Cherry E-Commerce GmbH, Einsteinstrasse 174, c/o Design Offices Bogenhausen, 81677 Munich, Germany

- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*) / the provision of the following service (*)

- Ordered on (*) / received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only for hard copy)

- Date

(*) Delete where not applicable.