
General terms and conditions with customer information

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1) Scope of application

1.1 These General Terms and Conditions (hereinafter "GTC") of Bastian Freise, acting under "bf-geschenke" (hereinafter "Seller"), apply to all contracts for the delivery of goods which a consumer or entrepreneur (hereinafter "Customer") concludes with the Seller with regard to the goods represented by the Seller in his online shop. Hereby the inclusion of own conditions of the customer is contradicted, unless otherwise agreed.

1.2 A consumer within the meaning of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity. An entrepreneur within the meaning of these General Terms and Conditions is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.

2) Conclusion of contract

2.1 The product descriptions contained in the Seller's online shop do not constitute binding offers on the part of the Seller, but serve to provide a binding offer by the customer.

2.2 The customer can submit the offer via the online order form integrated into the seller's online shop. After placing the selected goods in the virtual shopping basket and having gone through the electronic ordering process, the customer submits a legally binding contract offer with regard to the goods contained in the shopping basket by clicking the button that concludes the ordering process.

2.3 The Seller may accept the Customer's offer within five days, by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive in this respect, or

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by delivering the ordered goods to the customer, whereby the receipt of the goods at the customer is decisive in this respect, or by requesting payment from the customer after placing the order.

If several of the aforementioned alternatives exist, the contract is concluded at the point in time at which one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day after the dispatch of the offer by the customer and ends on the expiry of the fifth day following the dispatch of the offer. If the seller does not accept the customer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

2.4 If the "Amazon Payments" payment method is selected, payment is processed via the payment service provider Amazon Payments Europe s.c.a., 5 Rue Plaetis, L-2338 Luxembourg (hereinafter: "Amazon"), subject to the Amazon Payments Europe user agreement, which can be viewed at <https://payments.amazon.de/help/201751590>. If the customer selects "Amazon Payments" as the payment method for the online order process, he also places a payment order with Amazon by clicking the button that completes the order process. In this case, the seller declares his acceptance of the customer's offer at the moment when the customer triggers the payment process by clicking the button that completes the order process.

2.5 When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller and sent to the customer in text form (e. g. e-mail, fax or letter) together with these General Terms and Conditions after his order has been sent. In addition, the contract text is archived on the website of the seller and can be called up free of charge by the customer via his password-protected customer account stating the corresponding login data, provided that the customer has created a customer account in the seller's online shop before sending his order.

2.6 Before placing a binding order via the Seller's online order form, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the zoom function of the browser, with which the display on the screen is enlarged. During the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks the button that completes the ordering process.

2.7 The German and English languages are available for the conclusion of the contract.

2.8 Orders are usually processed and contacted by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct, so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or third parties commissioned by the seller to process the order can be delivered.

3) Right of revocation

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3.1 Consumers are generally entitled to a right of revocation.

3.2 Further information on the right of revocation can be found in the seller's revocation instructions.

4) Prices and terms of payment

4.1 Unless otherwise stated in the seller's product description, the prices quoted are total prices which include the statutory value-added tax. If necessary, additional delivery and shipping costs will be stated separately in the respective product description.

4.2 For deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which the seller is not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of money if the delivery is not made to a country outside the European Union but the customer makes the payment from a country outside the European Union.

4.3 The customer will be informed of the payment option(s) in the seller's online shop.

4.4 If advance payment by bank transfer has been agreed, payment is due immediately after conclusion of the contract, unless the parties have agreed a later due date.

4.5 If payment is made by means of a payment method offered by PayPal, payment is processed by the payment service provider PayPal (Europe) S.àr.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the conditions for payments without PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

4.6 If the payment method "SOFORT" is selected, payment is processed by the payment service provider SOFORT GmbH, Theresienhöhe 12, 80339 Munich, Germany (hereinafter "IMMEDIATELY"). In order to be able to pay the invoice amount via "SOFORT", the customer must have an online banking account with PIN/TAN procedure activated for participation in "IMMEDIATELY", authenticate himself accordingly during the payment transaction and confirm the payment order to "SOFORT". The payment transaction will be executed immediately thereafter by "IMMEDIATELY" and the customer's bank account will be debited. The customer can call up more detailed information on the "SOFORT" payment method on the Internet at <https://www.klarna.com/sofort/>

5) Delivery and shipping conditions

5.1 Unless otherwise agreed, goods shall be delivered by dispatch to the delivery address specified by the customer. The delivery address specified in the seller's order processing is decisive for the processing of the transaction.

5.2 If the carrier returns the shipped goods to the seller, as delivery to the customer was not possible, the customer shall bear the costs of unsuccessful shipment. This does not apply if the customer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless the seller had notified him of the service a reasonable time in advance. Furthermore, this shall not apply with regard to the costs for the consignment if the customer effectively exercises his right of revocation. If the customer exercises his right of revocation effectively, the return costs shall be governed by the provisions of the seller's revocation instructions.

5.3 Collection by the customer is not possible for logistical reasons.

6) Retention of title

If the seller makes advance payment, he retains title to the delivered goods until the purchase price owed has been paid in full.

7) Liability for defects (warranty)

7.1 If the object of purchase is defective, the provisions of the statutory liability for defects shall apply.

7.2 The customer is requested to complain to the deliverer about delivered goods with obvious transport damage and to inform the seller of this. If the customer does not comply, this has no effect on his statutory or contractual claims for defects.

8) Applicable law

The laws of the Federal Republic of Germany shall apply to all legal relationships between the parties to the exclusion of the laws governing the international sale of movable goods. In the case of consumers, this choice of law applies only insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.

9) Alternative dispute resolution

9.1 The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

9.2 The seller is neither obliged nor prepared to participate in a dispute settlement procedure before a consumer arbitration body.