

General terms and conditions

of Nils Peters – Graduate jewellery and gemstone designer and independent artist

§ 1

Coverage

Between Nils Peters – Graduated designer and independent artist, Peilturm, Kap Arkona, 18556 Putgarten, Insel Rügen, Germany (in the following „Nils Peters“) and the client on behalf of distance selling (internet, email, phone, fax, letter) or in a brick-and-mortar-store terminated contracts about the purchase of goods these terms are exclusively valid.

§ 2

Conclusion of the contract

- (1) The presentation of the goods in the online-shop, in catalogues or in a brick-and-mortar-store do not represent a binding offer to the conclusion of a contract.
- (2) The contract is accomplished through an order of the client (offer) and the following acceptance by Nils Peters. The acceptance is carried out by delivering the goods to the client, in so far the purchase is not accomplished through the online-shop. Upon purchase through the online-shop Nils Peters sends an email to the client after the transmission of the order which affirms the entry of the order and its details (fulfillment confirmation). The fulfillment confirmation does not represent an acceptance of the order by the client. The acceptance is accomplished upon purchase through the online-shop by another email to the client in which the shipping of the goods is confirmed (shipping confirmation).
- (3) Nils Peters is able to decline a conclusion of contract.

§ 3

Right of withdrawal for distance-selling-contracts

(1) Upon an exclusively through usage of distance-communication-instruments like f.e. email or online accomplished contract the client has the right to withdraw his declaration of will on the contribution of the order within 14 days after receipt of the goods towards Nils Peters without declaration of reasons. This respite begins at the earliest with the receipt of the goods and the cancellation-instruction in textform as f.e. via letter, fax or email. The cancellation must be in textform as f.e. via letter, fax or email or by sending the ordered goods back. To ensure the right of cancellation the timely dispatch of the cancellation or the goods is sufficient.

The cancellation or sending back of the goods are to be addressed to: Nils Peters - Graduated designer and independent artist, Peilturm, Kap Arkona, 18556 Putgarten, Insel Rügen, Germany; Phone 0049(0)162/2018630; Email: info@sonnenschmuck.de.

(2) Is the cancellation not accomplished by reshipment of the goods the client is obliged to immediately send back already received goods to Nils Peters if the goods can be sent by packet. The reshipment is done on cost and risk of Nils Peters. If the price of the to be reshipped goods does not surmount 40.00 € or the client upon a higher price of the goods has not paid the equivalent or partial payment at the date of the cancellation the client pays the costs of reshipment unless the shipped good does not match the ordered.

(3) To facilitate the reshipment for the client the goods can be picked up by a by Nils Peters assigned shipping company. In this case the client has to coordinate date and further details of the pickup with Nils Peters via phone or email: 0049(0)162/2018630, email: info@sonnenschmuck.de.

If the goods are not to be picked up by Nils Peters the client must reship the goods. In the case that Nils Peters is after § 3 para. (2) sentence 2 obliged to bear the costs of reshipment and the account relationship of the client is not known the client is obliged to disclose it so that the costs of the reshipment can be refunded.

Nils Peters also accepts goods sent by freight collect. In this case the client has to pay the additional costs to a sufficiently postpaid reshipment. If the client is obliged to pay the costs of a reshipment after § 3 para. (2) sentence 2 he has to pay the full costs of freight collect.

(4) The client has to make a value compensation for a through destined usage occurred impairment as well as an other impairment represented by him, a demise or other impossibility of return. This does not apply if the impairment is exclusively a result from inspection of the goods - as would be common in brick-and-mortar-stores. The client can avoid the duty of value compensation if he does not takes it in use like a proprietor and refrains from everything that impairs the value.

(5) A cancellation right after § 3 para. (1) does not exist upon shipment of goods that have been manufactured according to the clients specifications or have been clearly tailored to the requirements of the client.

§ 4

Shipment and delivery costs

(1) Nils Peters is eligible to resign from the purchase contract if a supplier of Nils Peters does not deliver ordered goods contrary to his contractual obligation with Nils Peters. Nils Peters will immediately inform the client about the unavailability of the ordered goods and will immediately refund possible by the client payed emoluments.

(2) The risk will pass over to the client upon passing over the goods to the company assigned with the transport.

(3) If nothing deviant is agreed upon the client bears the shipping costs according to each valid price table if he does not pick up the goods from Nils Peters. In the order process in the online-shop the shipping costs are shown. Upon shipping to foreign countries accumulated tolls, taxes, charges and similar as well as costs for by the client requested special shipping procedure and special packaging are beared by the client.

(4) Nils Peters reserves himself the right of partial delivery as far as this is not unreasonable for the client. Additional costs through partial delivery are beared by Nils Peters.

§ 5

Prices and payment conditions

(1) All in the online-shop of Nils Peters, in the shipping confirmation or other declared prices are inclusive each in Germany valid legal VAT. If an increase of VAT occurs after the order (contribution of offer) the compensation to be payed by the client does not change.

(2) The client may pay via bank transfer. Upon cash on delivery the client is billed according to each valid price table. The payment methods and possible connected costs upon shipping to addresses outside of Germany will be communicated upon request or can be taken from the online-shop.

(3) In order to safeguard the risk of creditworthiness Nils Peters reserves himself in singular cases the right to deliver the ordered goods only upon prepayment or cash on delivery.

(4) If nothing deviant is regulated in the order or a shipping confirmation or ulterior the compensation owed by the client is due upon handover and payable without deduction. If bills are not payed within 30 days after due-date and receipt of bill by the client, Nils Peters is - irrespective of all other claims - obliged to demand annual defaulted interest of 5 percentage points above each valid base rate. Nils Peters explicitly reserves himself the assertion of further claims because of delayed payment.

(5) For admonitions, except for admonitions which are substantial for the delay, a fee is charged according to each valid price table. The proof that higher or lesser costs have arisen is at the liberty of the parties.

Bank connection
Nils Peters Sonnenschmuck
Postbank München
Account No.: 655 858 801
Bank code: 700 100 80

§ 6

Reservation of proprietary rights

- (1) Nils Peters stays sole proprietor of the goods until complete payment of the compensation.
- (2) If the compensation is not fully payed by the client, Nils Peters is obliged to resign from the contract after setting an adequate additional respite and its successless expiration. After the cancellation Nils Peters will take back the goods and if need be will demand assignation of delivery claims of the client toward third parties.

§ 7

Defects in goods

- (1) Nils Peters accounts responsible after measure of the following regulations that the performance are free of defects at the date of the risk transfer.**
- (2) Defects in goods are resolved by Nils Peters within adequate respite (supplementary performance). This takes place through elimination of the defect (subsequent improvement) or through free of defect performance (shipping of free of defect goods - compensation delivery). If the supplementary performance fails, is unacceptable for the client, is declined by Nils Peters or is because of other causes under consideration of mutual interests justified, the client is unrestrictedly entitled to legal rights of cancellation or abatement as well as as the case may be compensation and reimbursement of expenses. A right of cancellation does not exist if the defect is merely insubstantial.**
- (3) The responsibility of Nils Peters does not apply if the client changes the goods without the permission of Nils Peters or lets it change by third parties unless he provides the evidence that the defect was neither wholly nor partly caused by the changes and that the subsequent improvement is not aggravated by the change.**
- (4) Nils Peters does not take responsibility for defects that arise through normal abrasion, external influence or improper use.**
- (5) Compensation for defects for the client does not exist if the client does not indicate obvious defects within a respite of 14 days to Nils Peters after receipt of the goods. To comply with the time limit the timely dispatch is sufficient.**

§ 8

Lliability

- (1) Nils Peters is liable to compensation according to the legal clause for personal injuries, damages according to the product liability law, damages through guileful behaviour or damages through intent or gross negligence of his legal agents or auxiliary persons. For other damages Nils Peters is liable - in so far nothing else arises out of a warranty taken on by Nils Peters - according to the measure of following regulations:
 - (a) Nils Peters is liable to compensation limited to the amount of the contract-typical, predictable damage for damages arising out if a light negligent breach of essential contractual obligations or cardinal obligations. Cardinal obligations in the sense of this regulation span besides the main contractual obligations (shipping and transfer of ordered products) also obligations whose fulfilment initially makes the proper realisation of the contract possible and on whose compliance the client may regularly trust.
 - (b) For the rest any liability of Nils Peters is excluded.
- (2) The data communication with the internet is with the actual condition of the technique not error-free and/or available at all times. Nils Peters is neither liable for the constant and continuous availability of the online-shop nor for technical or electronical errors during a business transaction on which Nils Peters does not have influence, especially not for the delayed handling or acceptance of offers.
- (3) The limitations of liability are valid also for the personal liability of the legal agents, auxiliary persons and employees of Nils Peters.

§ 9

Statute of limitation

- (1) In so far no case of guileful behaviour exists the claim of supplementary performance and the claim of compensation of the client because of a defect prescribe within a respite of two years beginning with the handover of the goods. The exercise of a resignation or right of abatement is ineffective if the claim on the service or the claim of supplementary performance of the client is prescribed.
- (2) Claims of the client which are not based upon a breach of duty existing in a defect prescribe - in so far no intent or gross negligence exists - within 3 years beginning with the emergence of the claim. This does not apply if the claim is directed at the compensation for a personal injury.

§ 10

Data protection and inquiry of creditworthiness

- (1) Nils Peters uses the by the client communicated individual-related data (name, adress, email adress, phone number, fax number, website, order related information f.e. size information) according to the regulations of the german data protection rights.
- (2) All individual-related data is handled strictly confidentially. The for the busines transaction necessary individual-related data is stored by Nils Peters and is used for the processing of orders, the delivery of goods and the processing of payments as well as passed on to cooperation partners and shipping companies for this purpose. Furthermore data is used for own marketing uses. Upon data processing the legitimate interests of the client are considered according to the legal regulations.
- (3) The client may contradict the usage and processing of his data for marketing purposes at any time with a notice to: Nils Peters – Diplom-Designer und Freischaffender Künstler, Peilturm, Kap Arkona, 18556 Putgarten, Insel Rügen, Germany, phone. 0049(0)162/2018630, email: info@sonnenschmuck.de, and revoke an agreement he may has given.

§ 11

Charging / withholdingg / assignation

- (1) The client may only charge up because of own claims if his claims are legally binding ascertained, unchallenged or accredited. A lien is excluded in so far it is based on claims out of an other contractual relation.
- (2) The assignation of claims against Nils Peters is excluded.

§ 12

Final regulations

- (1) The privity of contract of the client towards Nils Peters underlies the laws of the Federal Republic of Germany under exclusion of the UN sales law from the 11th of April 1980 (Vienna CISG agreement).
- (2) If the client is a merchant, does not have a general court of jurisdiction inland, after conclusion of the contract has changed his residence or normal domicile abroad or no residence or normal domicile is known at the date of ascertainment of a claim the place of jurisdiction for all disputes is the residence of Nils Peters, D-18556 Putgarten. Nils Peters is however entitled to sue the client at his residence.

Instruction for the right of withdrawal

You may cancel your contract within two weeks without declaration of reasons in textform (f.e. letter, fax, email) or by sending back the item. The respite begins at the earliest with receipt of the goods and this declaration in textform (f.e. letter, fax, email). To ensure the right of cancellation the timely dispatch of the cancellation of the goods is sufficient. The cancellation is to be addressed to: Nils Peters - Graduated designer and independant artist, Peilturm, Kap Arkona, 18556 Putgarten, Insel Rügen, Germany; Phone 0049(0)162/2018630; Email: info@sonnenschmuck.de.

Consequences of withdrawal

In the case of a an effective withdrawal the already received services are to be released back and as the case may be drawn utilisations (f.e. interests) released. If you can not release back the received goods partly or wholly or only in impaired condition as the case may be you have to pay compensation for the value. Upon the surrender of goods this is not valid if the impairment is exclusively attributed to the examination of the goods - like it would have been possible in a brick-and-mortar-store. Incidentally you can avoid the duty of value compensation if you do not not take the goods in use like a proprietor and refrain from everything that impairs the value. Goods ready for sending by packet are to be sent back. You have to bear the costs of the reshipment if the delivered goods matches the ordered and if the price of the to be reshipped goods does not surmount 40 Euros or if at a higher price of the goods at the date of withdrawal you have not supplied the equivalent or the contractual agreed part payment. Otherwise the reshipment is cost-free for you. Goods which are not able to be shipped by packet will be picked up from you. You have to fulfill the duties of compensation for payments within 30 days after sending your declaration of withdrawal.

End of instruction for the right of withdrawal