



General Terms and Conditions of Business and Terms of Payment

1. Conclusion of the Contract
2. Right of Withdrawal for Consumers
3. Shipping and Payment
4. Delivery Service
5. Unavailable Goods
6. Warranty
7. Extrajudicial Dispute Resolution
8. Governing Law
9. Provider
10. Derogating Rules for Contracts with Entrepreneurs

1. Conclusion of the Contract

A purchase contract is deemed to have been concluded based, firstly, on your purchase order and, secondly, on our declaration of acceptance (e.g. by our delivering the goods ordered, by our request for payment and your making the payment or through our order confirmation). If we fail to respond within 5 days, you are no longer bound by your purchase order.

On the Internet, you place a binding purchase order for the goods contained in the shopping cart by clicking on the "Buy" button. Receipt of the purchase order will be confirmed immediately after the purchase order is transmitted, and does not, in itself, constitute acceptance of the contract.

We will save the text of the contract and will send you the order data and our General Terms and Conditions of Business (GTC) by e-mail. You will be able to download from our website only the latest version of the GTC, at any time. Once you have created an online account, you can view your previous purchase orders in our customer login area. The conclusion of the contract on these terms is available in German.

These GTC were written in German and translated into English. Although it is intended that both language versions are identical, in the event of any discrepancies between the German language version and the English language version, the German language version of these GTC shall prevail.

2. Instructions on Withdrawal for Consumers

Right of withdrawal

Consumers have the right to withdraw from this contract within 14 days without giving any reasons. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last goods forming part of the order. To exercise the right of withdrawal, you must inform us (Erwin Müller Versandhaus GmbH, Att: Ms Rita Müller, Buttstrasse 2, 86647 Buttenwiesen, Germany, Tel. +49(0)8274 - 52-55, Fax +49(0)8274-52 240, E-mail: service@erwinmueller.de) of your decision to withdraw from this contract by means of an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

You may use the attached Model Withdrawal Form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send us your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects on Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay, and in any event no later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have explicitly agreed anything otherwise; in any event, you will, not incur any fees



as a result of such reimbursement. We may withhold reimbursement until we have received the goods back from you or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay, and in any event not later than 14 days from the day you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before period of 14 days has expired. We will bear the cost of the return of the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Important:

The right of withdrawal shall not apply to any contracts for the delivery of goods which are not prefabricated and for the manufacture of which an individual choice or decision by the consumer is pertinent or which are clearly tailored to the personal needs of the consumer. This also applies to any sealed audio or video recordings or sealed computer software and any sealed goods which, for reasons of health protection or hygiene, are not suitable for return if the seal was broken after delivery.

Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract)

To Erwin Müller Versandhaus GmbH, Att: Ms Rita Müller, Buttstrasse 2, 86647 Buttenwiesen, Germany, Fax +49(0)8274-52 240, E-mail: service@erwinmueller.de:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/the provision of the following goods /for 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 if this form is notified on paper)

Date

3. Shipping and Payment

We will charge a one-off contribution towards the shipping fee of € 4.99 per purchase order. Should it be so indicated in the item description, we will instead charge € 15.00 per purchase order for bulky items and freight shipments.

Should we make any partial deliveries – which we will naturally only make in so far as it is reasonable for you – no additional costs will be incurred to you. As from an order value of € 150.00, we will cover the shipping costs (except for any items and freight shipments designated as being bulky).

Upon request, you may pay on account within 14 days of receipt of the goods (no cash discount is offered), by credit card (Mastercard or Visa; the card will be charged via Erwin Müller Versandhaus GmbH, 86647 Buttenwiesen, Germany, immediately), by American Express or by pre-payment following receipt of a pre-payment invoice stating our bank details. In the case of online purchase orders, you may also pay via PayPal, ApplePay or “Sofortüberweisung”. Depending upon the nature and scope of the purchase order, as well as your creditworthiness, we reserve the right to only make delivery if certain payment methods are used.

The goods shall remain the property of Erwin Müller Versandhaus GmbH until such time as payment has been made in full.

4. Delivery Service

Unless specified otherwise in the item description, the delivery time will be approx. 3-5 working days. Should there be any delay in delivery, we will inform you immediately.



5. Unavailable Goods

Should we establish that we are permanently unable to deliver an item ordered, we will inform you without delay. We may cancel a contract already concluded if the reasons are not our fault (e.g. due to Acts of God or not having the goods delivered to us in good time in spite of a congruent supply transaction being in place). We will refund any down payments already made.

6. Warranty

In the event of a defect, the statutory liability for defects shall apply to both goods and digital products. Please contact our Customer Service at +49(0)8274-52 55, write to us at Erwin Müller Customer Care, Buttstrasse 2, 86647 Buttenwiesen, Germany, or send an e-mail to service@erwinmueller.de. Should manufacturers provide additional warranties, their warranty provisions shall apply in addition. Your existing legal rights will not be impaired thereby.

Please note: In the event of a notice of defect due to colour differences between a number of items, you will need to return all the items concerned. This is the only way for us to verify the fault and make any replacement delivery which may be necessary.

7. Extrajudicial Dispute Resolution

Your satisfaction is important to us. We are therefore naturally happy to assist you if you have any complaints. Simply contact us by telephone at +49(0)8274-52 55, send us an e-mail at service@erwinmueller.de or write to us. We will try to fix the problem.

For financial reasons and in the interest of all customers, we have decided against taking part in any out-of-court dispute resolution proceedings before consumer arbitration bodies, and we are not legally obliged to take part in such. We are convinced that we can resolve any justified complaints in direct contact with you, and do so with goodwill, to your satisfaction, and that we will come to an agreement with you.

The European Commission provides a platform aimed at extrajudicial resolution of disputes with consumers on online orders at the external link <http://ec.europa.eu/consumers/odr/>. In this context, we can be reached via the e-mail address service@erwinmueller.de.

8. Governing Law

German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the reference provisions of international private law are excluded. Any mandatory consumer protection rights which may apply in the jurisdiction of the consumer's usual place of residence shall not be affected thereby.

9. Provider

Erwin Müller Versandhaus GmbH
Buttstrasse 2, D-86647 Buttenwiesen, Germany
Fax: +49(0)8274-52 240, Tel.: +49(0)8274-52 55
E-mail: service@erwinmueller.de
Commercial Register: Augsburg HRB (Commercial Register, Companies' Section) No. 16702
Directors: Erwin Müller, Rita Müller-Brenner, Tobias Eder, Marion Schweitzer
VAT ID: DE 127766412

10. Derogating Rules for Contracts with Entrepreneurs

For contracts with entrepreneurs (i.e. persons and companies, including bodies under public law acting in the exercise of their trade or self-employed professional activity, Sec. 14 of the German Civil Code (*BGB*)), the following regulations shall apply by way of derogation or in addition:

1. Applicability: The present GTC shall apply exclusively. We reject any purchase orders based on your own terms and conditions of purchase.



2. Resale: Unless anything to the contrary has explicitly been agreed, we prohibit the resale of any goods and vouchers purchased from us.
3. Return policy: Instead of the statutory right of withdrawal for consumers, we grant entrepreneurs a 14-day right of return as from delivery. Within this period, you can, at your own expense, return to us goods in their original package and undamaged goods for a refund of the value of such goods. To enable us to allocate the return to you, please request a return form. Any personalised items, custom-made items and unsealed items that, for reasons of hygiene, can no longer be sold as new items after unsealing, are excluded from the right of return.
4. Obligations in regard to reporting complaints: In transactions governed by German Commercial Law, the obligations in regard to reporting complaints that exist under commercial law apply. Other entrepreneurs are required to report any obvious defects within one week of delivery and non-obvious defects within one week of discovery.
5. The goods delivered will remain our property until all our claims arising from the business relationship have been met in full. We will, upon request, release securities, provided that the total value of all securities exceeds the outstanding claims by over 25%.
6. Any offsetting or retention of payments to us with counter-claims that are disputed by us and that are not established with legal finality is excluded, unless said counter-claim relates to the same legal relationship.
7. Liability: We hereby exclude any liability for slightly negligent breaches of duty, unless the damage results from injury to life, the body or the health or any warranties are affected or any claims arise under the German Product Liability Act. Furthermore, the liability for the breach of any obligations, the fulfilment of which makes the proper performance of the contract possible in the first place, and on the observance of which the customer may usually rely, shall remain unaffected thereby. The same shall apply to any breaches of duty on the part of our vicarious agents.
8. The place of performance and exclusive place of jurisdiction shall be Augsburg, Germany if you are a merchant, a legal person under public law or a special fund under public law. We are also entitled to sue you at any other legal venue.

Last updated: 11/2022