

General Terms and Conditions Online Shop

§ 1 Scope and provider

1) These general trading conditions apply to all orders, which you place with the online shop of Pic-sew.com
Scholttenenk 49
7101SJ Winterwijk
Netherlands
Managing Director: Carina Breer

2) The goods offered in our online shop are exclusively aimed at buyers who have reached the age of 18 years.

3) Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions. The General Terms and Conditions therefore also apply to all future business relations with companies, even if they are not expressly agreed again. The inclusion of general terms and conditions of a customer that contradict our general terms and conditions is already now contradicted.

4) The contract language is exclusively English.

§ 2 Conclusion of contract

1) The presentation of goods in the online shop does not constitute a binding application for the conclusion of a sales contract. Rather, it is a non-binding request to order goods in the online shop.

2) By clicking the button ["Borrow now and pay" / "Buy"] you make a binding offer to buy (§ 145 BGB). Immediately before placing this order you can check the order again and correct it if necessary.

3) After receipt of the purchase offer you will receive an e-mail with which we confirm that we have received your order (confirmation of receipt). This confirmation of receipt does not constitute an acceptance of your purchase offer. A contract is not yet concluded by the confirmation of receipt.

4) A purchase contract for the goods shall only be concluded if we expressly declare acceptance of the purchase offer (order confirmation) or if we dispatch the goods to you - without prior express declaration of acceptance. Exception: if you pay with prepayment and PayPal, the order will be accepted immediately with your order.

§ 3 Prices

The prices stated on the product pages include the statutory value added tax and other price components and do not include the respective shipping costs. Further information about shipping costs can be found on our website under ["Shipping Information" / "Terms of Delivery"].

§ 4 Terms of Payment; Default

1) Payment shall be made optionally by:
Invoice by prepayment or Paypal.

2) The choice of the payment methods available in each case is incumbent on us. In particular, we reserve the right to offer you only selected payment methods for payment, e. g. advance payment only to cover our credit risk.

3) When selecting the payment method prepayment, we will give you our bank details in the order confirmation. The invoice amount must be transferred to our account within 10 days of receipt of the order confirmation.

4) When paying with PayPal you will be redirected to the website of the online provider PayPal during the ordering process. To be able to pay the invoice amount via PayPal, you must be registered there or register first, legitimize with your access data and confirm the payment order to us. After placing the order in the shop, we request PayPal to initiate the payment transaction. You will receive further information during the ordering process. The payment transaction is carried out automatically by PayPal immediately afterwards.

5) If you fall into arrears with a payment, you are obliged to pay the statutory default interest in the amount of 5 percentage points above the base interest rate. For each reminder letter sent to you after the default has occurred, you will be charged a reminder fee of 2. 50 EUR, unless a lower or higher damage is proven in the individual case.

§ 5 Set-off/Retention Right

1) You shall only be entitled to a right of set-off if your counterclaim has been legally established, is not disputed or acknowledged by us or has a close synallagmatic relationship to our claim.

2) You can only exercise a right of retention if your counterclaim is based on the same contractual relationship.

§ 6 Delivery; of title

1) Unless otherwise agreed, the goods shall be delivered from our warehouse to the address indicated by you.

2) The goods remain our property until the purchase price has been paid in full.

3) As an exception, we shall not be obliged to deliver the ordered goods if we have duly ordered the goods on our part but have not received them correctly or on time (congruent covering transaction). The prerequisite for this is that we are not responsible for the unavailability of the goods and have informed you of this circumstance without delay. In addition, we must not have assumed the risk of procuring the ordered goods. If the goods are unavailable, we will immediately refund any payments already made. We do not assume the risk of having to procure goods ordered (procurement risk). This also applies to orders for goods which are only described in terms of their type and characteristics (generic goods). We are only obliged to deliver from our stock of goods and the goods ordered by us from our suppliers.

4) If you are an entrepreneur within the meaning of § 14 BGB (German Civil Code), the following shall apply in addition:

- We retain title to the goods until all claims arising from the current business relationship have been settled in full.

Before transfer of ownership of the reserved goods, pledging or transfer of ownership by way of security is not permitted.

- You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice amount accruing to you from the resale. We accept the assignment, but you are authorised to collect the claims. If you do not meet your payment obligations properly, we reserve the right to collect claims ourselves.

- If the reserved goods are combined and mixed, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.

- We undertake to release the securities to which we are entitled upon request to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%. The choice of the securities to be released shall be incumbent upon us.

§ 7 Cancellation Policy

In the event that you are a consumer within the meaning of § 13 BGB (German Civil Code), i. e. make the purchase for purposes which can predominantly neither be attributed to your commercial nor your self-employed professional activity, you have a right of revocation in accordance with the following provisions.

right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The withdrawal period shall be fourteen days from the date on which you or a third party other than the carrier designated by you have taken possession of the goods.

In order to exercise your right of revocation, you must

Company: Pic-Sew/ Costumewonderland

Address: Scholttenenk 49, 7101SJ Winterswijk, Netherlands

E-mail: costumewonderland@googlemail. com

phone: 01704987672

inform you by means of a clear statement (e. g. a letter or e-mail sent by post) of your decision to revoke this Agreement. You can use the attached model withdrawal form, which is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Sample withdrawal form

If you want to cancel the contract, please fill out this form and send it back.

To

Company: Pic-Sew/ Costumewonderland

Address: Scholttenenk 49, 7101SJ Winterswijk, Netherlands

E-mail: costumewonderland@googlemail. com

phone: 01704987672

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*):

Ordered on (*)/received on (*)

Name of the consumer(s):

Address of the consumer(s):

Signature of consumer(s) (only for paper communication)

date

(*) Delete as appropriate.

Consequences of revocation

If you revoke this Agreement, we will refund to you without delay and at the latest within fourteen days of the date on which we receive notice of your revocation of this Agreement, all payments we have received from you not including shipping costs (other than the additional costs arising from your choice of a method of delivery other than the cheapest standard delivery offered by us).

For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

We may refuse to refund until we have received the Goods back or until you have provided evidence that you have returned the Goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days of the day on which you notify us of the revocation of this contract at the latest. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

You shall bear the direct costs of returning the goods.

They shall be liable for any depreciation of the goods only if such depreciation is due to handling of the goods which is not necessary to examine their nature, properties and functionality.

End of the revocation instruction

1) The right of revocation does not exist in the case of delivery.

- goods which are not prefabricated and the manufacture of which is determined by an individual choice or intended use by the consumer or which are clearly tailored to the personal needs of the consumer (e. g. T-shirts with your photograph and your name),

- Sealed goods which, for health or hygiene reasons, are not suitable for return if their seal has been removed after delivery,

- of goods, if these have been inseparably mixed with other goods after delivery due to their nature,

- of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery,

- of newspapers, periodicals or magazines with the exception of subscription contracts.

2) Please avoid damage and contamination. Please return the goods in their original packaging with all accessories and with all packaging components. If necessary, use a protective outer packaging. If you no longer have the original packaging, please use suitable packaging to ensure sufficient protection against transport damage in order to avoid claims for damages due to damage caused by defective packaging.

3) Please call us at [+491704987672] to announce the return before returning the goods. In this way, you enable us to assign products as quickly as possible.

(4) Please note that the modalities mentioned in the above paragraphs 2 and 3 are not a prerequisite for the effective exercise of the right of withdrawal.

§ 8 Damage in transit

- 1) If goods with obvious transport damage are delivered, please complain such errors immediately to the deliverer and contact us as soon as possible.
- 2) Failure to make a complaint or contact us will not affect your statutory warranty rights. However, they help us to be able to assert our own claims against the carrier or the transport insurance.

§ 9 Warranty

- 1) Unless expressly agreed otherwise, your warranty claims shall be governed by the statutory provisions of the law on sales (§§ 433 et seq. BGB).
- 2) If you are a consumer within the meaning of § 13 BGB (German Civil Code), the liability period for warranty claims for used items - in deviation from the statutory provisions - is one year. This limitation does not apply to claims based on damage arising from injury to life, body or health or from the breach of a material contractual obligation, the fulfilment of which is essential to the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation) and for claims based on other damage based on an intentional or grossly negligent breach of duty by the user or his vicarious agents.
- 3) For the rest, the statutory provisions shall apply to the warranty, in particular the two-year limitation period pursuant to § 438 Para. 1 No. 3 BGB.
- 4) If you are an entrepreneur within the meaning of § 14 BGB (German Civil Code), the legal provisions apply with the following modifications:
 - For the quality of the goods, only our own information and the manufacturer's product description are binding, but not public praise and statements and other advertising by the manufacturer.
 - You are obliged to inspect the goods immediately and with due care for deviations in quality and quantity and to notify us of obvious defects within 7 days of receipt of the goods. Timely dispatch is sufficient to meet the deadline. This shall also apply to hidden defects discovered later from the time of discovery. The assertion of warranty claims is excluded in the event of violation of the obligation to inspect and give notice of defects.
 - In the event of defects, we shall, at our discretion, provide a warranty by repair or replacement (subsequent performance). In the event of rectification, we do not have to bear the increased costs arising from the transport of the goods to a location other than the place of performance, provided that the transport does not correspond to the intended use of the goods.
 - If the supplementary performance fails twice, you can demand a reduction of the purchase price or withdraw from the contract at your discretion.
 - The warranty period is one year from delivery of the goods.

§ 10 Liability

- 1) Unlimited liability: We are liable without limitation for intent and gross negligence as well as in accordance with the Product Liability Act. In the event of slight negligence, we shall be liable for damages resulting from injury to life, limb and health of persons.
- 2) Otherwise, the following limited liability shall apply: In the event of slight negligence, we shall only be liable in the event of breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which you may

regularly rely (cardinal obligation). Liability for slight negligence is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability also applies in favour of our vicarious agents.

§ 11 Alternative dispute resolution

The EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes in connection with your online order initially without the intervention of a court.

The dispute resolution platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/>.

We endeavour to settle any differences of opinion arising from our contract by mutual agreement. In addition, we are not obliged to participate in any conciliation proceedings and unfortunately cannot offer you participation in such proceedings.

§ 12 Final provisions

1) Should one or more provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

2) Contracts between us and you shall be governed exclusively by German law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention"). Mandatory provisions of the country in which you usually reside remain unaffected by the choice of law.

3) If you are a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the place of jurisdiction for all disputes arising from or in connection with contracts between us and you.

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