

# General Terms and Conditions TAOASIS GmbH

[I GTC for private consumers](#)

[II GTC for commercial and entrepreneurial business customers](#)

## I General Terms and Conditions for Private Consumers

### 1. Scope of application, contract language, storage of the contract text

1.1 These General Terms and Conditions apply to all contracts concluded via our OnlineShop between us, TAOASIS GmbH Natur Duft Manufaktur, Am Duftgarten 1, 32791 Location, Register court: Amtsgericht Lemgo, Register number: HRB 1766 Managing Directors: Axel Meyer and Govinda Meyer, Telephone: 05232 6904 600, Fax: 05232 6904 601, E-Mail: shop@taoasis.de St-ID-Nr.: DE125650114 and you as our customer, if you are a consumer. If you order as an entrepreneur, our Terms and Conditions of Sale for Entrepreneurs apply.

1.2 Only consumers who have reached the age of 18 can order in our online shop.

1.3 The contract language is german.

1.4 We store the text of the contract. You can view the contract text and your past orders in your customer account if you are registered as a customer. You can also view, download, save and print the GTC at any time here on this page.

### 2. Conclusion of contract and correction of input errors

2.1 The presentation of the products in our online shop does not constitute a legally binding offer, but an invitation to order. Via the "Add to cart" button, you can insert individual products into the virtual shopping cart without already making an offer to buy. You can add or remove further products in the shopping cart before placing your order by deleting them from the shopping cart by selecting the "Remove" or "X" buttons. You can also cancel the order process altogether by closing the browser. Only by clicking on the button "Order with obligation to pay" do you place a binding order for the goods listed on the order page.

2.2 The purchase contract is concluded when we accept your order by means of an order confirmation by e-mail immediately after receipt of your order or this is done by means of a separate order confirmation no later than five days after your order.

2.3 If you have chosen the payment method PayPal, the contract is already concluded at the time of your confirmation of the payment instruction to PayPal.

### 3. Right of withdrawal

If you are a consumer within the meaning of § 13 BGB, i.e. a natural person who concludes a legal transaction for a purpose that can neither be attributed to your commercial nor independent professional activity, you are entitled to a right of revocation, about whose conditions, deadlines, the procedure for exercise, the legal consequences and the other details we will inform you separately with our [cancellation policy](#). There you will also find the sample withdrawal form.

### 4. Terms of delivery and delivery periods

4.1 Delivery is made by DHL. The delivery time is about 1-4 working days. We point out the exact delivery times on the respective product page.

4.2 We deliver to Germany and Austria, excluding islands.

### 5. Prices and shipping costs

The prices stated on the product pages are gross prices, include the statutory value added tax and are exclusive of any shipping costs incurred.

5.2 The shipping costs can be found on the respective product page. There the shipping costs are listed in the price indication. The shipping costs will also be displayed again on the order page.

### 6. Means of payment and terms of payment

The following payment methods are available: credit card, paydirekt, PayPal, direct debit or invoice. If you select PayPal, you will be redirected to the PayPal pages. When you select paydirekt, you will be redirected to the paydirekt pages. There you can enter your payment details. You will receive further information during the ordering process.

### 7. Retention of title

The goods remain our property until full payment of the purchase price.

8. Warranty You are entitled to the statutory warranty rights for defects.

### 9. Data protection

9.1 For order processing, we work together with various companies that are responsible, for example, for payment processing and logistics. We ensure that our partners also comply with data protection regulations.

9.2 Depending on the selected payment method, payment processing for orders may be carried out by the involvement of a service provider. In our online shop for private customers, we use VR pay eCommerce, a service of VR Payment GmbH, Saonestraße 3a, 60528 Frankfurt am Main. By using VR pay eCommerce, you have the option of paying by credit card, paydirekt, PayPal or by direct debit or ordering on account. The payment data is processed by VR Payment GmbH. Depending on the selected payment method, the payment data is additionally processed by the selected payment service provider. When paying by credit card, your necessary data such as name, address and purchase data will be forwarded to the

respective credit card company. If payment is made via PayPal, it is necessary to transmit your personal data to PayPal in order for your order to be executed. When paying via paydirekt, the necessary data will be passed on to the respective bank or savings bank. When purchasing on account, your necessary data, in particular name, contact details and other identification information as well as payment information and credit information will be forwarded to Klarna and processed by it.

10. Platform for online dispute resolution; Information on alternative dispute resolution in consumer matters

10.1 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 point of contact for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

10.2 We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.

11. Choice of law

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on the International Movement of Goods (CISG). If you are a consumer and have your habitual residence in another country at the time of conclusion of the contract, the application of mandatory legal provisions of this country remains unaffected by the choice of law made in sentence 1.

## **II General Terms and Conditions of Sale of TAOASIS GmbH Natur Duft Manufaktur for the online shop for commercial and entrepreneurial business customers**

General, Scope of application

(1) Our General Terms and Conditions of Sale for the Online Shop for Commercial and Entrepreneurial Business Customers (hereinafter referred to as "Terms and Conditions of Sale") apply to all contracts concluded from 01.07.2018 via our online shop for commercial and entrepreneurial customers, which predominantly have as their object the delivery of movable goods ("goods").

(2) Our terms and conditions of sale apply exclusively; we do not recognize any terms and conditions of the buyer that conflict with or deviate from our terms of sale or from the statutory provisions, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we accept the Buyer's performance without reservation or provide our services without reservation in the knowledge of conflicting or deviating terms and conditions of the Buyer.

(3) Our terms and conditions of sale only apply if the buyer is an entrepreneur, a legal entity under private law, a legal entity under public law or a special fund under public law. In particular, they do not apply if the buyer is a consumer. By placing an order in our online shop for commercial and entrepreneurial customers, the buyer confirms that he is an entrepreneur, a legal entity under private law, a legal entity under public law or a special fund under public law.

(4) References to the validity of statutory provisions have only a clarifying meaning. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these Terms and Conditions of Sale.

### **§ 2 Offer, conclusion of contract, correction of input errors and content of the contract**

(1) The presentation of the goods in our online shop does not constitute a legally binding offer, but an invitation to order. Via the "Add to cart" button, the buyer can place individual goods in the virtual shopping cart without already making an offer to buy. The buyer can insert or remove further products in the shopping cart before placing his order by deleting them from the shopping cart by selecting the "Remove" or "X" buttons. The buyer can also cancel the order process altogether by closing the browser. Only by clicking on the button "Order with obligation to pay" does the buyer place a binding order for the goods listed on the order page.

(2) The purchase contract is concluded when we accept the buyer's order by means of an order confirmation by e-mail immediately after receipt of your order or this by means of a separate order confirmation no later than five days after the buyer's order. The confirmation of receipt of the order follows immediately after sending the order and does not yet constitute acceptance of the contract.

(3) Our information on the goods does not represent any guarantees of quality or durability of the goods to be delivered by us. Any guarantees to be assumed by us at the time of conclusion of the contract require an express written confirmation as a "guarantee".

(4) With the exception of the acceptance of the goods in accordance with § 433 Abs. 2 BGB (German Civil Code), acceptance of the goods has not been agreed.

(5) With the conclusion of the contract, we do not assume any procurement risk within the meaning of § 276 BGB. Furthermore, we do not assume any guarantee for the goods.

(6) All agreements made between us and the buyer for the purpose of executing this contract at the time of conclusion of the contract are set out in writing in the contract and these terms and conditions of sale.

(7) We reserve all property rights and copyrights to illustrations, drawings, calculations and other documents.

### **§ 3 Delivery, shipping costs, transfer of risk**

(1) Unless otherwise agreed, delivery shall be made to CPT Incoterms 2010 (place of delivery: Am Duftgarten 1, 32791 Lage) with destination to the shipping address specified by the buyer in the order process. Deviating from the Incoterms clause CPT Incoterms 2010, the buyer must pay shipping costs in accordance with § 3 (2) of these Terms and Conditions of Sale, depending on the purchase value.

(2) Germany: From a purchase value of 50.00 € net we bear the shipping costs, below which the buyer has to bear the shipping costs in the amount of 7.00 € gross. Austria: From a purchase value of € 80.00 net, we bear the shipping costs, below which the buyer has to bear the shipping costs in the amount of € 10.00 gross.

(3) The transfer of risk takes place with the delivery.

(4) Agreed delivery periods do not constitute a fixed transaction.

(5) We are entitled to make partial deliveries and partial services within the agreed delivery periods or until the agreed delivery date, insofar as this is reasonable for the buyer.

(6) If we are unable to meet binding delivery deadlines or delivery dates for reasons for which we are not responsible (unavailability of the service), we will inform the buyer immediately and at the same time inform the buyer of the expected new delivery period or the new delivery date. If the service is also not available within the new delivery period or on the new delivery date for reasons for which we are not responsible, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already provided by the buyer. A case of unavailability of the service in this sense counts in particular the non-timely self-supply by our supplier, if we have concluded a congruent hedging transaction or if neither we nor our supplier is at fault.

#### **§ 4 Prices, terms of payment and default of payment**

(1) Unless otherwise stated in the order confirmation, our prices are CPT Incoterms 2010, including packaging. Any shipping costs result from § 3 (2) of these Terms and Conditions of Sale.

(2) The buyer is obliged to pay the full purchase price without discount deduction plus any shipping costs incurred on the date specified in the written order confirmation or, if such is not specified, free of charge and expenses when the invoice is issued to the account designated by us. For the timeliness of the payment, the receipt of payment on our account is decisive. With the agreed purchase price plus any shipping costs incurred, the services incumbent on us are compensated. The statutory value added tax is shown separately and must be paid additionally by the buyer.

(3) The statutory provisions shall apply to default of payment. The purchase price shall bear interest during the delay at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With regard to merchants, our claim to the commercial maturity interest according to § 353 HGB remains unaffected.

(4) The buyer is only entitled to rights of set-off and retention if his counterclaims have been legally established, are undisputed or recognized by us or are based on the same contractual relationship.

#### **§ 5 Rights of the buyer in the event of defects**

(1) For the rights of the buyer in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly and/or defective assembly instructions), the statutory provisions shall apply, unless otherwise specified below. In all cases – even if this is not mentioned separately below – the statutory provisions according to § 445a BGB (recourse of the buyer with us in the event that he has to bear expenses in relation to his customer in the context of subsequent performance according to § 439 para. 2 and / or para. 3 BGB) § 445b BGB (statute of limitations of recourse claims for newly manufactured goods) and § 478 BGB (special provisions for the entrepreneur's recourse in the case of a consumer goods purchase).

(2) The goods are in material defects if they deviate noticeably from the specifications stated in the order confirmation at the time of the transfer of risk. Insofar as no specifications are mentioned in the order confirmation, the goods are defective if they deviate from the usual quality in Germany.

(3) The goods only have defects of title if they are not free of enforceable rights in Germany at the time of the transfer of risk.

(4) Claims for defects on the part of the buyer presuppose that the buyer has duly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code), taking into account the provisions contained in these Terms and Conditions of Sale.

(5) The buyer is obliged to inspect the goods immediately after delivery. If the inspection reveals that the goods have defects, the buyer must notify us in writing of the exact complaints immediately, but at the latest within seven (7) calendar days after delivery of the goods. Hidden defects must be reported immediately after their discovery.

(6) The notification must be addressed to us in writing and directly. It must be drafted so precisely that we can initiate remedial measures without further inquiry from the buyer and secure recourse claims against our upstream suppliers. In all other respects, the complaint must comply with the statutory provisions.

(7) Insofar as there is a defect in the goods that has been notified in good time, we shall be entitled, at our discretion, to subsequent performance in the form of remedying the defect or to deliver a new defect-free item.

(8) If the goods sold by us are a newly manufactured item, we are obliged – without waiving the statutory provisions contained in these Terms and Conditions of Sale, in particular without waiving the objection of disproportionateness according to § 439 (4) BGB – within the scope of supplementary performance – to provide the buyer with the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered defect-free goods. If the buyer has installed the defective goods in another item or attached them to another item in accordance with their nature and intended use.

(9) Insofar as the buyer has suffered damage or has incurred futile expenses due to a lack of goods delivered by us, the provisions of § 6 of these Terms and Conditions of Sale shall also apply.

(10) Subject to § 445b BGB (statute of limitations for recourse claims for newly manufactured goods) and § 478 BGB (special provisions for the entrepreneur's recourse in the case of a consumer goods purchase) as well as subject to a customary use of the delivered goods for a building and the causation of a building defect, any claims of the buyer due to delivery of new defective goods shall become statute-barred one (1) year after the statutory beginning of the limitation period in accordance with § 438 (2) BGB. Claims for fraudulent, intentional and grossly negligent breach of contract as well as claims for injury to life, body and health remain unaffected. Replacement delivery or rectification does not lead to newly started limitation periods.

#### **§ 6 Liability for damages and expenses**

(1) In addition to the above provisions in § 5 of these Terms and Conditions of Sale, our liability for damages and expenses is based on the following provisions. In all cases – even if this is not mentioned separately below – the statutory provisions according to § 445a BGB (recourse of the buyer to us in the event that he has to bear expenses in relation to his customer in the context of subsequent performance according to § 439 para. 2 and / or para. 3 BGB), § 478 BGB (special provisions for the entrepreneur's recourse in the case of a consumer goods purchase) as well as our obligation, to bear the expenses necessary for the purpose of supplementary performance in accordance with § 439 (2) and/or (3) BGB (German Civil Code), provided that the goods sold by us are a newly manufactured item.

(2) Our liability for damages or futile expenses of the buyer - regardless of the legal basis - only occurs if the damage or the futile expenses a) were caused by culpable violation of an obligation, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the buyer may regularly rely (essential contractual obligation), or b) on a grossly negligent or intentional breach of duty is due.

(3) If we are liable in accordance with § 6 (2) a) of these Terms and Conditions of Sale for the breach of an essential contractual obligation, our liability for damages is limited to the typically occurring damage foreseeable at the time of conclusion of the contract.

(4) The above limitations of liability referred to in § 6 (2) to (3) of these Terms and Conditions of Sale do not apply to liability (a) under the Product Liability Act, (b) due to the assumption of a guarantee for the quality of the goods, (c) due to fraudulent concealment of a defect, (d) for damages resulting from culpable injury to life, limb or health and (e) for damages, which are based on a grossly negligent or intentional breach of duty. (5) The above provisions apply subject to - § 445a BGB (recourse of the buyer to us in the event that he has to bear expenses in relation to his customer in the context of subsequent performance according to § 439 Abs. 2 and/or Abs. 3 BGB), - § 445b BGB (statute of limitations of recourse claims for newly manufactured goods), - § 478 BGB (special provisions for the entrepreneur's recourse in the case of a consumer goods purchase) as well as subject to - the by us for the purpose of

subsequent performance according to § 439 para. 2 and/or para. 3 BGB expenses to be borne, provided that the goods sold by us are a newly manufactured item, also for claims of the buyer for reimbursement of expenses.

#### **§ 7 Retention of title**

(1) Until full payment of all our current and future claims arising from the contract (secured claims), we reserve title to the goods sold. If the buyer has not paid in advance, we reserve the right of ownership of the sold goods also for all current and future claims (secured claims) from the current business relationship.

(2) The goods subject to retention of title may neither be pledged to third parties, nor transferred as security nor resold before full payment of the secured claims. The buyer must notify us immediately in writing if an application for the opening of insolvency proceedings has been filed or if third parties access the goods belonging to us.

(3) In the event of breach of contract by the buyer, in particular in the event of non-payment of the purchase price due, we are entitled to withdraw from the contract in accordance with the statutory provisions and then to demand the return of the goods on the basis of the retention of title.

(4) If the buyer further processes the goods subject to retention of title in the ordinary course of business, the retention of title shall extend to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we shall be deemed to be the manufacturer. If a right of ownership of third parties remains in the event of processing, mixing or combination with goods, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title. (5) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the request of the buyer.

#### **§ 8 Software**

(1) Insofar as software is included in the scope of delivery, the buyer is granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the goods intended for this purpose. Use of the software on more than one system is prohibited.

(2) The buyer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The buyer undertakes not to remove manufacturer information, in particular copyright notices, or to change it without our prior express consent.

(3) All other rights to the software and the documentation, including the copies, remain with us or with the software supplier. The granting of sublicenses is not permitted.

#### **§ 9 Place of performance, choice of law and place of jurisdiction**

(1) The place of delivery follows from § 3 (1) of these Terms and Conditions of Sale. The place of payment and performance for all other obligations arising from the contract with the buyer is Am Duftgarten 1, 32791 Lage. These regulations also apply if services rendered are to be reversed. However, we reserve the right to carry out supplementary performance where the goods are located.

(2) These Terms and Conditions of Sale and the contractual relationship between us and the buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the purchase contract is our registered office in 32791 Lage if he has his registered office in the Federal Republic of Germany. However, in all cases we are also entitled to bring an action at the general place of jurisdiction of the buyer. Priority statutory provisions on exclusive responsibilities remain unaffected.

(4) If the buyer has his registered office outside the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from the purchase contract is our registered office in 32791 Lage. In this case, however, we are also entitled to sue the buyer before the state courts at his registered office. Priority statutory provisions on exclusive responsibilities remain unaffected.

#### **§ 10 Miscellaneous**

(1) Should provisions of these Terms and Conditions of Sale be or become invalid in whole or in part, the remaining provisions shall remain effective.

(2) In order to maintain the written form, neither a handwritten name signature nor an electronic signature is required. Notifications by fax or e-mail are in writing. Provisions on the written form in European regulations (e.g. Art. 25 para. 2 REGULATION 1215/2012) remain unaffected.

(3) We store the text of the contract. The text of the contract, including these Terms of Sale, and your past orders can be viewed in your customer account if you are registered as a customer. 4. The language of the contract shall be german. (5) § 312 i) BGB Abs. 1 Satz 1 Nr. 2 BGB (Notification obligations according to § 246 c EGBGB) does not apply.

Stand: Juli 2021