# General terms and conditions Ute Lauterbach

## §1 Validity vis-à-vis entrepreneurs and definitions of terms

1.1. The following General Terms and Conditions apply to all deliveries between me and a consumer.

in the version valid at the time of the order.

A consumer 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 (§ 13 BGB).

## §2 Conclusion of a contract, storage of the contract text

2.1. The following regulations on the conclusion of a contract apply to orders via my Internet shop http://www.instantlumen.de.

2.2. In the event of the conclusion of a contract, the contract shall come into force with

Ute Lauterbach To the Johannistal 1 D-57610 Altenkirchen is made.

2.3. The presentation of the goods in my internet shop does not constitute a legally binding contractual offer on my part,

but are only a non-binding invitation to the consumer to order goods. With the order of the desired commodity the consumer delivers a binding offer for him on conclusion of a sales contract.

2.4. Upon receipt of an order in my Internet shop, the following regulations apply: The consumer submits a binding contract offer by successfully completing the order procedure provided for in my Internet shop.

The order takes place in the following steps:

- 1) Book order
- 2) Confirm by clicking on the buttons "Order here".
- 3) Checking the information in the shopping cart
- 4) Confirmation of the button "Checkout".
- 5) Enter your contact details.
- 6) Re-examination or correction of the respective data entered.
- 7) Binding dispatch of the order by clicking the button "chargeable order".

Before the binding dispatch of the order, the consumer can return to the Internet page on which the customer's details are recorded and correct input errors or cancel the order process by closing the Internet browser by pressing the "Back" button contained in the Internet browser used by him after checking his details. I confirm receipt of the order immediately by an automatically generated e-mail ("order

confirm receipt of the order immediately by an automatically generated e-mail ("or confirmation"). With this I accept your offer.

2.5. Storage of the contract text with orders over my Internet Shop: I will send you the order data and our terms and conditions by e-mail. You can also view the general terms and conditions at any time at http://www.instantlumen.de/agb.html For security reasons, your order data is no longer accessible via the Internet.

## §3 Prices, shipping costs, payment, due date

3.1. The prices quoted include the statutory value added tax and other price components. Any shipping costs shall be added.

3.2. The consumer has the option of payment by invoice.

3.3. As far as I deliver by invoice, the due date of the purchase price claim shall be upon receipt of the goods.

# §4 Delivery

4.1. Unless I have clearly stated otherwise in the product description, all items offered by me are immediately ready for dispatch.

The delivery takes place here at the latest within 5 working days. In the case of payment by invoice, the delivery period begins on the day following the payment order to the bank commissioned with the transfer and, in the case of all other payment methods, on the day following the conclusion of the contract. If the deadline falls on a Saturday, Sunday or public holiday at the place of delivery, the deadline shall end on the next working day.

4.2. The risk of accidental loss and accidental deterioration of the goods sold shall not pass to the Buyer until the goods have been handed over to the Buyer, even in the case of a sale to destination.

#### §5 Retention of title

I reserve the right of ownership of the goods until the purchase price has been paid in full.  $\ensuremath{.}$ 

### §6 Right of withdrawal of the customer as a consumer:

#### Right of withdrawal for consumers

Consumers are entitled to a right of revocation in accordance with the following provision, whereby a consumer is any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to his commercial nor his self-employed professional activity:

#### **Cancellation Policy**

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 took possession of the goods. In order to exercise your right of withdrawal, you must

Ute Lauterbach To the Johannistal 1 D-57610 Altenkirchen E-mail info@ute-lauterbach.de

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

#### Consequences of revocation

If you revoke this Agreement, I shall reimburse to you all payments I have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by me), immediately and no later than fourteen days from the date we receive notice of your revocation of this Agreement. For this refund I will use the same means of payment as you used for the original transaction unless expressly agreed otherwise with you and in no event will you be charged for this refund.

I may refuse a refund until I receive the Goods back or until you provide evidence that you have returned the Goods, whichever is earlier.

You shall return or deliver the Goods to me immediately and in any event no later than fourteen days from the date on which you notify us of the revocation of this Contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

End of the revocation instruction

# §7 revocation form

To: Ute Lauterbach Zum Johannistal 1 D-57610 Altenkirchen E-Mail info@ute-lauterbach.de
I/we hereby cancel the contract concluded by me/us for the purchase of the following goods/services:
(Name of goods, order number and price if applicable)
Goods ordered on: Goods received on:
the name and address of the consumer:
Date

# §8 Warranty

The statutory warranty regulations apply.

# §9 Contract language

Only German is available as the contract language.

Status of the AGB Nov.2019