

# General terms and conditions



## 1. Applicability

The purchase of merchandise via the Online Shop of Creme 21 shall exclusively be subject to the following General Terms and Conditions in the version available in the Internet at the time of your Order.

You may store the General Terms and Conditions for the purpose of your order and/or you may print them under the following link in PDF format.

## 2. Reservations of Delivery

2.1 The offers by Creme 21 GmbH on their Website are subject to change without notice, i.e. Creme 21 GmbH shall not be committed to perform in case a product is not available.

2.2 We reserve the right to make a partial delivery, if it appears advantageous for a speedy performance. Creme 21 GmbH shall not be liable for meeting a delivery deadline.

2.3 Creme 21 GmbH undertakes to carry out the order at the terms indicated on the Website. For the acceptance of orders by a new customer it is understood that Creme 21 GmbH will only carry out the respective subsequent order upon verification of the payment for the initial order.

## 3. Prices

The prices indicated in the Web Catalogue include the legal Value-Added Tax (VAT).

### Cost of Postage and Packaging:

For deliveries within Germany we charge lump-sum shipping costs per order amounting to € 4.95.

For shipments outside Germany the following shipping costs shall be charged:

#### Zone 1:

Belgium, the Netherlands, Luxembourg, Austria, Denmark\*\*

Shipping Cost: € 9.95

#### Zone 2:

France, Italy, Great Britain, Switzerland

Shipping Cost: € 15.95

#### Zone 3:

Ireland, Finland, Portugal, Spain, Sweden, Norway

Shipping Cost: € 21.95

#### Zone 4:

Poland Czech Republic, Hungary, Slovakia, Norway

Shipping Cost: € 21.95 \*\*except Faeroe Islands and Greenland

For shipments to other countries the cost of shipping will be calculated by the arising cost. Please contact us in case of requirement.

As a rule, we deliver the goods in stock within 2-4 workdays. This shall expressly not include any guarantee of delivery within a specific time.

#### 4. Payment

4.1 The goods shall be payable no later than at the time of shipment of the ordered goods. The prices in EURO valid at the time of the order shall apply.

4.2 Payment is accepted as follows:

By Credit Card (MasterCard and Visa)

By Prepayment

By C.O.D. (Only within Germany)

By Credit Card (MasterCard and Visa):

Please let us know in writing or by phone your card number, the card-verification number (KPN), the card's date of validity, and the name of the card owner.

By Prepayment

We will send you an order confirmation for your order including also our account data. Upon receipt of the respective amount in our account, the goods shall be shipped. Please make your payment only after you have received our confirmation.

4.3 If the ordering party should be in default of payment, Creme 21 GmbH shall be entitled to charge default interest at a rate of 5 % p.a. over the base lending rate.

#### 5. Reservation of Ownership

Until complete settlement of all claims the merchandise shall remain the property of Creme 21 GmbH.

#### 6. Warranty

6.1 Creme 21 GmbH guarantees that our products leave our premises in correct state.

6.2 Should the case arise of a qualified complaint, please inform us immediately. In case of a complaint please first contact our Customer Service by Email under [shop@creme21.com](mailto:shop@creme21.com), or by phone under +49 6172 764210. If required, please correctly package and return the merchandise to the indicated sender by the mode of shipping previously indicated.

6.3 All shipments are subject to the statutory warranty rights. Accordingly, in case of material defects you are first entitled to supplementary performance (remedy of defects / replacement). In case of special statutory conditions you shall be entitled to withdrawal from the contract or reduction of the purchase price, compensation for loss suffered, or reimbursement of expenses.

#### 7. Liability

Creme 21 GmbH shall be liable as follows subject to the statutory conditions:

In the full amount for damages caused intentionally or in case of gross negligence by our members of staff, managing staff and vicarious agents, however, basically and essentially for any culpable violation of essential contractual obligations. The liability is, however, restricted to foreseeable and typical losses for this type of contract.

The liability on account of intent, warranty, malice, personal injury, and liability under product liability law shall remain unaffected hereby.

#### 8 Right of Withdrawal

You shall be entitled to withdraw from this contract within two weeks after the receipt of a written withdrawal instruction, without indicating any reason, by a written message (e.g. letter, telefax, Email) or by returning the merchandise. To comply with the time limit set for the withdrawal, it shall be sufficient to transmit the withdrawal within term, or to return the merchandise.

The notice of withdrawal is to be sent to:

Creme 21 GmbH  
Kaiser-Friedrich-Promenade 28  
61348 Bad Homburg v.d.H.

Fax: +49 6172 76421-29  
Email: shop(at)creme21.com

#### 9. Consequences of Withdrawal

In the case of an effective withdrawal the services received by both parties and, if required, the benefits drawn (e.g. benefits of use) shall be restituted. Should you be unable to completely or partly return the merchandise received, or should the merchandise only be restituted in a deteriorated state, the customer may have to make good the reduction in value. This latter requirement shall not apply, if the deterioration of the merchandise is exclusively due to the examination of it - as would have been customary in a shop. By the way, such reduction in value could be avoided by not using the merchandise like an owner and by avoiding any action that might impair its value.

After the merchandise has been returned the purchase contract shall be dissolved, and we will reimburse payments already made within 14 days. Please indicate also your bank account for this purpose.

The charges for the return of the goods of up to € 40.00 shall be borne by the customer, if the goods delivered complied with the order. Otherwise the merchandise shall be returned free of charge for the customer.

#### 10 Data Protection

10.1 The purchaser is informed and agrees that his/her personal data required for processing the order will be stored on data storage media. The purchaser expressly agrees with the collection, processing, and utilisation of his/her personal data. The purchaser shall be entitled to withdraw this agreement at any time effective immediately. Creme 21 GmbH hereby undertakes to delete the customer master data, except if an order has not yet been fully processed. Such deletion shall be subject to restrictions by the Tax Office.

10.2 All personal data are principally treated as confidential. The data required for the business transaction are stored and, if required, passed on for processing to affiliated companies. For the duration of the contract and the existence of the terminable customer account, the data regarding your address and creditworthiness shall be passed on to other customer service firms. Furthermore, address- and ordering data shall be collected and processed for internal marketing purposes. Only the generally available and publishable data (Section 28, Paragraph 3, No. 3 BDSG - Federal Data Protection Act) shall be passed on to third parties. During data processing the required protection of your data shall be subject to the relevant statutory provisions.

Please note: You may at any time reject the usage, processing, and/or transmission of your data for marketing purposes by informing Creme 21 GmbH, 61348 Bad Homburg v.d.H., attention our data protection officer Mrs. Alexa Grimmelt. Upon receipt of your objection we will no longer use and/or process the respective data for marketing purposes, and/or we will discontinue without delay any further

shipments of advertising media including our catalogue, and we will no longer pass your data on for marketing purposes.

11. Final Provisions

11.1 German shall be the contractual language

11.2 Should any provision of these General Terms and Conditions be invalid, this shall not affect the remaining provisions. Such invalid provision shall be replaced by a new provision to be determined that complies with the economic interests of the invalid provision as closely as possible.

12. Applicable Law

These General Terms and Conditions are exclusively governed by the laws of the Federal Republic of Germany.

Status: August 2008