

General Terms and Conditions

Table of Contents

1. Scope of Application
2. Conclusion of the Contract
3. Right to Cancel
4. Prices and Payment Conditions
5. Shipment and Delivery Conditions
6. Reservation of Proprietary Rights
7. Warranty
8. Special Conditions for the Processing of Goods According to Client's Specification
9. Redemption of Campaign Vouchers
10. Redemption of Gift Vouchers
11. Applicable Law
12. Code of conduct
13. Alternative dispute resolution

1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company Nathanael-Osirus Woggon (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 Regarding the purchase of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

1.3 For contracts regarding the delivery of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

1.4 A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these GTC is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the Seller by e-mail or per online contact form.

2.3 The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at https://www.paypal.com/de/webapps/mpp/ua/useragreement-full?locale.x=en_DE or, if the Client does not have a PayPal account, subject to the Terms for payments without a PayPal account, available at <https://www.paypal.com/uk/webapps/mpp/ua/privacywax-full#:~:text=You%20should%20note%20that%20PayPal's,offer%20under%20the%20user%20agreement>. If the Client pays by means of a method of payment offered by PayPal which can be selected in the online order process, the Seller hereby declares the acceptance of the Client's offer at the time when the Client clicks on the button concluding the order process.

2.5 When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

2.6 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors. The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering

process.

2.7 The English language is exclusively available for the conclusion of the contract.

2.8 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed information about the right to cancel are provided in the Seller's instruction on cancellation.

3.3 The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.3 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

4.4 If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

4.5 If the payment method "purchase on account" is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is to be paid within 14 (fourteen) days from receipt of the invoice without deduction, unless otherwise agreed. The Seller reserves the right to offer the payment method "purchase on account" only up to a certain order volume, and he may refuse this payment method if the specified order volume is exceeded. In this case, the Seller will inform the Client in

his payment information displayed in the online shop of a corresponding payment restriction.

4.6 If the payment method "PayPal invoice" is selected, the Seller assigns his payment claim to PayPal. Before accepting the Seller's declaration of assignment, PayPal carries out a credit check using the transmitted Client data. The Seller reserves the right to refuse the Client the payment method "PayPal invoice" in case of a negative credit check. If the payment method "PayPal Invoice" is accepted by PayPal, the Client must pay the invoice amount to PayPal within 30 days from receipt of the goods, unless PayPal specifies a different payment term. In this case, he can only make payments with debt-discharging effect only to PayPal. However, in the event of assignment of claims, the Seller shall remain responsible for general customer inquiries, e. g. regarding the goods, delivery time, dispatch, returns, complaints, cancellation declarations and dispatches or credit notes. In addition, the General Terms and Conditions of Use for the use of the payment method "purchase" on account with PayPal shall apply; these conditions can be viewed at https://www.paypal.com/de/webapps/mpp/ua/ppkar-tnc?locale.x=en_DE.

4.7 Kreditkartenzahlung via Stripe

When selecting the payment method credit card, the invoice amount is due immediately upon conclusion of the contract. Payment by credit card is processed in cooperation with Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter referred to as "Stripe"). Stripe reserves the right to carry out a credit assessment and to refuse this payment method if the credit check is negative.

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Personal collection is not possible for logistical reasons.

5.4 Vouchers will be provided to the Client as follows:

- by e-mail

5.5 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of

non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

6) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

7) Warranty

7.1 Should the object of purchase be deficient, statutory provisions shall apply.

7.2 Deviating hereof regarding used goods: Claims for defects are excluded if the defect does not occur until one year after delivery of the goods. Defects that occur within one year of delivery of the goods can be asserted within the statutory limitation period.

The shortening of the limitation period does not apply,

- for a product, which was not used, in accordance with its usual application, for building construction and which was the cause of the building's defectiveness,
- for claims for damages and reimbursement of expenses on the part of the Client, and
- if the Seller has fraudulently concealed the defect.

7.3 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Special Conditions for the Processing of Goods According to Client's Specification

8.1 If, according to the terms of the contract, the Seller owes the delivery of the goods as well as the processing of the goods according to certain specifications of the Client, the Client shall make available to the operator all contents required for processing such as texts, images or graphics in the file formats, formatting, image and file sizes specified by the operator and shall grant the operator the necessary rights of use. The Client is solely responsible for the procurement and acquisition of rights for such content. The Client declares and assumes responsibility that he has the right to use the content provided to the Seller. In particular, he shall ensure that no third-party rights are infringed thereby, in particular copyrights, trademark rights and personal rights.

8.2 The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with a violation of their rights by the Seller's contractual use of the Client's content. The Client shall also bear the reasonable costs required for the necessary legal defense, including all court and lawyer's fees according to the statutory rate. This shall not apply if the Client is not responsible for the infringement. In the event of claims by third parties, the Client shall be obliged to provide the Seller promptly, truthfully, and completely with all information that is necessary for the verification of the

claims asserted for a corresponding defense.

8.3 The Seller reserves the right to refuse processing orders, if the content provided by the Client for this purpose violates legal or official prohibitions or morality. This shall apply in particular to the provision of content that is anti-constitutional, racist, xenophobic, discriminatory, offensive, or youth-endangering, and/or if it glorifies violence.

9) Redemption of Campaign Vouchers

9.1 Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can only be redeemed in the Seller's online shop and only within the indicated time period.

9.2 Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

9.3 Campaign vouchers can only be redeemed by consumers.

9.4 Only one campaign voucher can be redeemed per order.

9.5 The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

9.6 If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

9.7 The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

9.8 The campaign voucher will not be redeemed, if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

9.9 Campaign vouchers are only intended for the use of the person designated on the voucher. Transferring the campaign voucher to a third party is not permitted. The Seller is entitled but not obliged to check the entitlement of the respective voucher owner.

10) Redemption of Gift Vouchers

10.1 Vouchers which can be purchased via the Seller's online shop (hereinafter referred to as "gift vouchers") can only be redeemed in the Seller's online shop, unless otherwise stipulated in the voucher.

10.2 Gift vouchers and remaining assets of gift vouchers can be redeemed by the end of the third year following the year of the gift voucher purchase. Remaining assets will be credited to the Client's voucher account.

10.3 Gift vouchers can only be redeemed prior to the conclusion of the order procedure.

Subsequent offsetting is not possible.

10.4 Only one gift voucher can be redeemed per order.

10.5 Gift vouchers can only be used for the purchase of goods and not for the purchase of other gift vouchers.

10.6 If the value of the gift voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

10.7 The gift voucher credit will not be redeemed in cash and is not subject to any interest.

11) Applicable Law

11.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

11.2 With regard to the statutory right of cancellation, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of the conclusion of the contract.

11.3 Furthermore, this choice of law regarding the right to cancel does not apply to consumers, who are not nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address is located outside of the European Union at the time of concluding the contract.

12) Code of conduct

12.1 The Seller has agreed to the conditions of participation for the e-commerce initiative "Fairness in Commerce", which can be viewed on the Internet at <https://www.fairness-im-handel.de/teilnahmebedingungen/>.

12.2 The Seller is subject to the Google Customer Reviews Guidelines, which are available on the Internet at <https://support.google.com/merchants/topic/7105962>

13) Alternative dispute resolution

13.1 The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

13.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.