

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF BUSINESS OF

<https://www.bäbberle-shop.com>

§ 1 Scope and Provider

- (1) The General Terms and Conditions of Business (hereinafter referred to as "GTC") govern the Sale of products by Sebastian Schmoll (hereinafter provider) to you, in the version valid at the time of the order.
- (2) Deviating general terms and conditions of the customer are rejected.
- (3) Please read these conditions carefully before placing an order . By placing an order, you agree to the application of this Terms of sale on your order.
- (4) On Bäbberle-Shop we offer the sale of the following products: Stickers for indoor and outdoor use

§ 2 Conclusion of the contract

- (1) Contracts on this portal can only be concluded in German and English language.
- (2) The offers are directed exclusively at end customers with a billing and Delivery address in Europe. For some bulky goods, the possible delivery addresses and the place of delivery may be limited; the limitation is shown in the respective list price.
- (3) The customer must have reached the age of 18.
- (4) The presentation of the goods in the online shop does not constitute a legally effective offer. By presenting the goods, the customer is merely requested to make an offer.
- (5) Your order represents an offer to the provider to conclude a sales contract. The buyer makes a binding offer when he has gone through the online ordering process by entering the information requested and clicks the button "Buy now" in the last step of the order.
- (6) The sales contract between the provider and the orderer comes off only by a declaration of acceptance of the provider. This takes place to the earlier of the two Dates, either sending the goods or sending a shipping confirmation by e-mail. Please note that the confirmation of receipt of your order does not constitute a declaration of acceptance in the aforementioned sense.
- (7) The validity of contracts for quantities greater than normal household quantities and the commercial resale of the object of purchase requires the express Confirmation on the part of the provider. This refers both to the number of ordered products within the scope of one order as well as on the abandonment of several Orders of the same product, where the individual orders have a the normal household quantity.
- (8) Your orders are stored by us after conclusion of the contract. Should you lose your documents concerning your orders, please contact us by e-mail or phone us. We will send you a copy of the order data.

§ 3 Prices and shipping costs

- (1) Our prices include the statutory value added tax applicable at the time and are exclusive of flat-rate shipping costs and shipping surcharge. The Shipping surcharges vary depending on the type of delivery and the nature of the article.
- (2) Despite our best efforts, a small number of the products in in our catalogue can be marked with the wrong price. We

check the Prices when we process your order and before we charge the payment. If a product is marked with an incorrect price and the correct price is higher than the price on the website, we will inform you before shipping the goods to ask you whether you are buying the product at the correct price or want to cancel the order. If the correct price of a product is lower than the price quoted by us, we will charge the lower amount and send you the product.

(3) The prices at the time of the order shall apply. If list prices are available, the prices are valid at the time of the order.

§ 4 Delivery and cancellation

(1) Unless otherwise agreed, delivery shall be made to the address specified by the customer specified delivery address. On the website you will find information on availability of products that are sold by Baebberle-Shop (e.g. on the respective product detail page). Please note that all information regarding availability, dispatch or delivery of a product only estimated data and are approximate guide values. They do not represent binding or guaranteed or delivery dates, unless this is not possible with the shipping options of the respective product is expressly designated as a binding deadline.

(2) If the supplier finds out during the processing of your order that your ordered products are not available, you will be informed about this separately by EMail or by message in your customer account. The legal claims of the purchaser remain unaffected.

(3) If a delivery to the customer is not possible because the delivered goods do not fit through the customer's entrance door, front door or staircase or because the customer is not present at the delivery address given by him even though the delivery date was given to the customer within a reasonable period of time has been announced, the customer shall bear the costs for the unsuccessful delivery.

(4) The delivery is made according to the customer's method of payment. With prepayment the Delivery is made after the payment order has been issued to the transferring Credit institution. When paying by Paypal, credit card, gift card, direct debit, Immediate bank transfer or invoice, delivery will be made after conclusion of the contract.

(5) If your order is shipped in more than one package, it may may happen that you receive a separate shipping confirmation for each package. At in this case, a separate purchase contract is concluded for each shipping confirmation between us about the products listed in the respective dispatch confirmation. The contractual partner is the provider. Regardless of your right of withdrawal you can cancel your order for a product before sending the the corresponding dispatch confirmation at any time free of charge.

§ 5 Customs

(1) If you order products from Bábberle-Shop for delivery outside the European Union you may be subject to import duties and taxes that are levied, as soon as the parcel reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no influence on these fees. Customs regulations vary greatly from country to country, so please contact your local customs office for more information should.

(2) Furthermore, please note that when ordering from Bábberle-Shop, you must be the importer and all laws and regulations of the country in which you are receiving products, must comply with. The protection of your data is important for us and we would like to draw the attention of our international customers to cross-border deliveries of opening and investigation by customs authorities. For further information please read our Customs information.

§ 6 Payment

(1) The customer can pay for the goods by the following payment methods:

PayPal

Credit-Card

Prepayment

Direct debit:

In the event of a return debit note for which the customer is responsible, the provider will charge a flat-rate compensation of 5 € (five Euro). The customer can prove that no damage has been caused at all or is substantially lower than the flat rate. The above provisions shall apply correspondingly for payments of the purchase price of goods which have been can be sold.

Cash on delivery:

The cash on delivery fee is 5,99 €(five point ninety nine Euro).

(2) Certain payment methods may be excluded from the provider in individual cases

(3) The customer is not allowed to pay for the goods by sending cash or Checks.

(4) If the customer chooses an online payment method, the customer authorizes the provider to charge the due amounts at the time of the order.

(5) Should the provider offer payment in advance and the customer chooses this payment method, the customer must pay the invoice amount within five calendar days after receipt of the order, to the account of the supplier to. The supplier reserves the goods accordingly for five Calendar days.

(6) If the provider offers payment by credit card and the customer chooses this method of payment, this expressly authorises the provider to collect the amounts due after dispatch of the partial deliveries or deliveries of goods.

(7) Should the provider offer payment by direct debit and the customer chooses this method he/she issues the provider with a SEPA basic mandate. Should it result in a chargeback of a payment transaction due to lack of funds in the account or due to incorrectly transmitted data of bank account, the customer shall bear the costs for this.

(8) (8) Should the provider offer payment by invoice and the customer chooses this method of payment, the customer undertakes to pay the invoice amount within one of 14 days after dispatch of the goods, without any deduction of discount.

(9) Should the customer be in default of payment, the supplier reserves the right to Provider the assertion of the damage caused by delay.

§ 7 Set-off and right of retention

(1) The customer shall only be entitled to offsetting if the counterclaim is of the customer has been legally established or has not been denied by the provider.

(2) The customer may only exercise a right of retention if your counterclaim is based on the same contractual relationship.

§ 8 Retention of property

Bäbberle-Shop retains the ownership of the goods until full payment.

§ 9 Damage in transit

(1) Should the customer receive the goods with obvious transport damage, then the provider asks him to complain about them as soon as possible.

(2) Should the customer fail to lodge a complaint, this shall have no consequences to the statutory warranty rights. The purpose of the complaint is that the provider to assert his own claims against the carrier.

§ 10 Right of defects

(1) If the customer is a consumer, the warranty and the warranty conditions shall be Liability for defects of the delivered object of purchase in accordance with the statutory Regulations: According to these regulations, buyers in the European Union have in addition to their 30-day return guarantee for a period of two years from delivery of the goods warranty rights

and may require the repair or replacement of the goods Bábberle-Shop, if these products turn out to be defective or not as described above. If the goods are not delivered within a reasonable time or cannot be repaired or replaced without difficulty, you can Demand reimbursement or reduction of the purchase price.

(2) In the case of used goods, the warranty period may be shorter than two years.

(3) If the purchaser is not a consumer, the defect shall be remedied by new delivery or new fulfilment.

(4) If the purchaser is not a consumer, the period of limitation is one year. This shall apply insofar as no claims for damages and reimbursement of expenses which are of damage to body and health or to intentional or grossly negligent conduct negligence can be asserted.

§ 11 Limitation of liability (products)

(1) The provider is liable for claims for damages of the customer arising from injury to life, body, health or from the injury contractual obligations, as well as for other damages, which are based on their intentional or grossly negligent breach of duty, or one of the legal representatives or vicarious agents of the provider.

(2) Essential contractual obligations are obligations whose fulfilment is necessary to achieve of the objective of the Treaty is necessary.

(3) The provider is liable for breaches of essential contractual obligations, which are based on foreseeable damage typical for the contract, provided that the damage is not was simply caused by negligence. This limitation does not apply to Claims for damages of the customer, which are based on an injury to life, limb or health, are body or health.

(4) The regulations of the product liability law remain unaffected.

(5) As far as the liability of Bábberle-Shop is excluded or limited, this also applies for the personal liability of employees, representatives and vicarious agents.

§ 12 Right of revocation

If the customer is a consumer, he has a right of revocation in accordance with the the following provisions:

(1) Right of revocation

You have the right, within fourteen days and without giving reasons, to contract to be revoked.

The revocation period is fourteen days from the day on which you or one of you named third party other than the carrier, the goods (or the last goods, partial shipment or piece in the case of a contract for several goods of a uniform order or the delivery of goods in several partial shipments or pieces), without giving any reason to revoke this agreement.

To exercise your right of withdrawal, you must give us

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by means of a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to revoke this contract. you can use the sample revocation form on our website for this or provide us with another clear explanation. Make of this

option, we will immediately (e.g. by e-mail) send you a confirmation of the send an acknowledgement of receipt of such revocation.

In order to comply with the revocation period, it is sufficient that you send the Exercise the right of withdrawal before the end of the withdrawal period and you have returned the goods via our online return center within the period defined below.

(2) Consequences of revocation

If you withdraw from this contract, we will refund to you all payments we have received from you, including delivery charges (except for the additional costs resulting from the fact that you have made another type of delivery than the cheapest standard delivery offered by us), without delay and at the latest within 14 days from the day on which we receive notification of your revocation of this contract.

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 a refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return the goods without delay and in any case no later than 14 days from the day on which you inform us of the cancellation of this contract to

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to be returned or handed over. The deadline is met if you send the goods before the 14-day period has expired. You have to bear the regular costs of the return shipment if the delivered goods correspond to the ordered goods and if the price of the returned goods does not exceed 40 € (forty euros) at the time of the revocation you have not yet paid the consideration or a contractually agreed partial payment. Otherwise the return is free of charge for you.

(3) Exceptions to the right of revocation

You shall only be liable for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary for the purpose of checking their nature, properties and functioning. The right of revocation does not exist or expires for the following contracts:

for the supply of goods which are not suitable for return for reasons of health protection or hygiene and their sealing removed after delivery or which were been inseparably mixed with other goods after delivery;

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

for the delivery of goods, which are manufactured according to customer specifications or are clearly tailored to personal needs for the delivery of goods that can spoil quickly or whose expiration date would quickly be exceeded;

in the case of services, if Bäbberle-Shop has provided these in full and you have taken note of them before placing your order and have expressly agreed that we can begin providing the service and you lose your right of revocation if the contract is fulfilled in full;

for the supply of newspapers, periodicals or magazines, other than subscription contracts; and

for the supply of alcoholic beverages whose price was agreed when the contract of sale was concluded but whose delivery can only take place after 30 days and whose current value is affected by fluctuations on the market on which the entrepreneur has no influence.

§ 13 Exclusion of the right of revocation

(1) The right of revocation does not apply to contracts

for delivery of goods which are not prefabricated and for whose production an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;

for the supply of goods which are liable to spoil quickly or whose expiration date would be quickly exceeded;

(2) The right of revocation expires prematurely for contracts

the supply of sealed goods which, for reasons of health protection or hygiene are not suitable for return if their sealing was removed after delivery;

for the delivery of goods, if these are to be used after delivery due to their quality have been inseparably mixed with other goods;

for the supply of sound or video recordings or computer software in a sealed package, if the seal is removed after delivery.

§ 14 Copyrights for print designs, release from liability

The customer expressly assures that he is entitled to publish the texts and motifs and to reproduce them. In particular, the customer shall ensure that he respects the data protection and personal rights of any persons affected. The customer undertakes not to transmit any data whose contents violate the property rights of third parties (e.g. trademark rights, copyrights) or violate existing laws or offend common decency.

In addition, we reserve the right to subject racially, politically and individually discriminating text contents to a special examination and to reject the product order accordingly.

§ 15 Data protection

(1) Should personal data (e.g. name, address, e-mail address) be collected we undertake to obtain your prior consent. We undertake not to pass on any data to third parties unless you have given your prior consent.

(2) We would like to point out that the transmission of data on the Internet (e.g. by email) can have security gaps. Accordingly, an error-free and trouble-free protection of third party data cannot be fully guaranteed. In this respect our liability is excluded.

(3) Third parties are not entitled to use contact data for commercial activities if the provider has given the persons concerned prior written consent.

(4) Sie haben jederzeit das Recht, von Bääberle-Shop über den Sie betreffenden Datenbestand vollständig und unentgeltlich Auskunft zu erhalten.

(5) Furthermore, there is a right to rectification/deletion of Data/limitation of processing for the user.

(6) Further information on privacy protection is contained in the separate [Privacy Policy](#)

§ 16 Cookies

(1) For the display of the product offer it can occur that we use cookies. Cookies are small text files that are stored locally

in the cache of the Internet browser of the site visitor.

(2) Many websites and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier for the cookie. It consists of a string of characters which can be used to assign Internet pages and servers to the specific Internet browser in which the cookie has been saved. This enables the Internet pages and servers visited to distinguish the individual browser of the person concerned from other Internet browsers that contain other cookies. A particular Internet browser can be recognized and identified by means of the unique cookie ID.

(3) Through the use of cookies, the users of this website may provide more user-friendly services, which would not be possible without the setting of cookies would be possible.

(4) We would like to point out that some of these cookies are transferred from our server to your computer system, whereby these are usually so-called session-related cookies. Session-related cookies are characterized by in that they are automatically switched back from the browser session at the end of the of your hard drive. Other cookies remain on your computer system and enable us to detect your computer system at your next visit (so-called permanent cookies).

(5) You can contradict the storage of cookies, for this purpose a banner is available to you which you can contradict / accept.

(6) Of course, you can set your browser so that no cookies are stored on the hard disk or cookies already stored are deleted again. Instructions regarding the prevention and deletion of cookies can be found in the help function of your browser or software manufacturer.

(7) Further information can be found in the separate [cookie policy](#).

§ 17 Place of jurisdiction and applicable law

(1) For differences of opinion and disputes arising from this contract exclusively the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) Exclusive place of jurisdiction for orders from merchants, legal entities of public law or special funds under public law is the seat of the provider.

§ 17 Final clauses

(1) Contract language is German or English.

(2) We do not offer products or services for purchase by minors on. Our products for children can only be bought by adults. If you are under 18, you may use Bäbberle-Shop only with the involvement of a parent or Use by a parent or guardian.

(3) If you violate these GTC and we do not take any action against this, we are rights at any other occasion in which you have the right to withdraw from violate these terms of sale.

(4) We reserve the right to make changes to our website, rules, conditions including these terms and conditions at any time. On your order find in each case the terms of sale, contractual conditions and general terms and conditions application in force at the time of your order, unless a Changes to these terms and conditions are permitted by law or governmental order required (in this case they also apply to orders that you have have done before). If any provision in these conditions of sale invalid, void or for any reason unenforceable, this agreement shall be deemed to be regulation as severable and affects the validity and enforceability of the remaining arrangements.

(5) The invalidity of a provision shall not affect the validity of the other provisions of the contract. Should this case occur, the provision shall be replaced by another legally admissible provision that corresponds to the sense and purpose of the invalid provision.