

# GENERAL TERMS AND CONDITIONS

These contractual conditions apply for orders placed by telephone, in writing and on the Internet.

## 1. Conclusion of the contract

The presentation of the goods in the online shop does not constitute a legally binding offer, but rather general information. By clicking on the "Send order" button, – in case of PayPal payment, the button says "Pay with PayPal" – and providing the required data to PayPal you make a binding purchase offer for the goods in your basket. You will then receive an order confirmation via email immediately after completing the order process. If you pay by credit card or via PayPal, the purchase contract is concluded upon your receipt of the order confirmation. If you make an advance payment, the purchase contract is concluded when you complete the bank transfer. For all other payment methods, the purchase contract is concluded once you receive our dispatch confirmation via email; in any case upon your receipt of the goods at the latest.

## 2. Cancellation Policy

### Right of cancellation

You have the right to cancel this contract within fourteen days without providing any reasons.

The cancellation period is fourteen days from the date on which you or a third party nominated by you, other than the carrier, take(s) possession of the last goods.

To exercise your right of cancellation, you must inform us (MAGAZIN Versandhandelsgesellschaft mbH, 45729 Waltrop, Tel.: +49 32 213222950, E-Mail- Adresse: info@magazin.com) of your decision to cancel this contract in a clear declaration (e.g. via email). You can use the attached sample cancellation form for this purpose, although this is not mandatory. It is sufficient to send the notice exercising your right of cancellation before the end of the cancellation period in order to comply with the cancellation period.

### Consequences of cancellation

If you cancel this contract, we will immediately, or at the latest fourteen days from the date of our receiving your notice of cancellation, refund all payments we have received from you including delivery charges (with the exception of additional charges arising from your choosing a type of delivery other than our low-cost standard delivery). The refund will be processed using the same payment method you used in the original transaction unless we have expressly agreed otherwise with you; under no circumstances will we charge you any fees for this refund. We may refuse to refund the payment until the returned goods have been received or until you have furnished proof of returning the goods, whichever is earlier.

You must return the goods to us immediately and in any case within no more than fourteen days of the day on which you notify us of the cancellation of this contract. This period is considered to have been observed if you send the goods within these fourteen days.

We bear the costs for the return of goods.

You are only liable for any depreciation of the goods if this depreciation can be attributed to handling which was not necessary to examine the condition, properties and function of the goods.

End of the cancellation policy

## 3. Non-existence of the right of cancellation

Pursuant to § 312g (2) of the German Civil Code (BGB), the right of cancellation does not apply to contracts for the delivery

- of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the private customer is decisive or which are clearly tailored to the personal needs of the private customer,
- of sealed goods that are unsuitable to return for reasons of health or hygiene if their seals have been broken following delivery,
- of audio or video recordings or computer software in a sealed package if their seals have been broken following delivery.

## 4. Delivery

The delivery is completed by a parcel delivery service unless otherwise specified on the item.

In the case of bulky goods, we offer a delivery service by forwarding agent to your home if applicable and if advertised on the item. This requires the usual entrance via the stairwell to be guaranteed. Please inform the relevant forwarding agent of any obstacles as soon as possible.

Please note that a different delivery address may not be in a different country than the billing address.

Goods are only handed over in normal household quantities.

## 5. Youth protection act

In line with the Youth Protection Act, we only deliver alcoholic beverages to persons aged 18 years and older.

## 6. Complaints

Should the goods delivered show obvious material or manufacturing defects, including transport damage, please notify us, or the employee of the shipping provider delivering the goods, of such defects immediately. However, failure to do so has no effect on your statutory rights.

## 7. Validity of the prices

The prices stated on www.magazin.com are in euros and include statutory tax.

Remote sales in the EU are generally subject to sales taxation in the place of origin. However, if the consignor exceeds certain delivery thresholds, the sales tax must be paid in the place where the purchaser is located (destination principle). This applies when the purchaser is a private individual.

In some countries, MAGAZIN exceeds the delivery threshold and therefore reports the country's standard value-added tax (VAT) and pays this directly to the country's tax authorities. For deliveries to EU member states in which the delivery threshold is not exceeded, the VAT applicable in Germany (currently 19% or 7% at reduced rate) is charged and paid in Germany.

Orders from non-EU countries will have the German VAT deducted from our prices. You will, however, have to pay the respective country-specific import duty at your customs office. We cannot provide any information on the charging of customs duties. We will provide you with a declaration of origin printed on the invoice.

## 8. Minimum order value

There is a minimum order value of € 10. Please note the applicable shipping costs.

## 9. Shipping costs per order

For every order within the Federal Republic of Germany, we generally charge € 4,90 per delivery. We reserve the right to perform partial deliveries, but this will not incur any additional costs for you. For order values of over € 100 per delivery address, the shipping costs are waived.

For shipments outside the Federal Republic of Germany, we charge the actual shipping costs, which will be revealed to you before completion of the order.

For items that cannot be sent as standard parcels due to their dimensions (bulky goods), the transport service providers charge a service surcharge which we then pass on to you. The bulky goods surcharge becomes payable in the amount of € 14 as soon as at least one bulky item is included in the order. If all items subject to the bulky goods surcharge are returned, we will refund you the surcharge.

For custom designs or orders of items not listed in the catalogue, we quote the shipping costs to you individually.

## 10. Payment

You can choose between the following payment methods when paying for your order:

### • Invoice

When purchasing on account, you have 14 days from receipt of the goods to make payment. After the order process you will receive all bank details by e-mail. When making a bank transfer, please only use the reference stated on the invoice. Otherwise your payment cannot be allocated.

### • Credit card

We accept credit cards from VISA and MasterCard. State-of-the-art encryption technologies, such as Secure Socket Layer (SSL) and the 3-D Secure protocol, ensure maximum security. All order and credit card data is only transmitted in encrypted form. To complete the order, we need the card number, expiry date and institution name as well as the credit card's CVC code. This three / four-digit number can be found on the back of your credit card.

### • PayPal

You can pay for your order easily, quickly and securely using PayPal. If you select PayPal as the payment method, you will be transferred directly to PayPal at the end of the order process. There you can sign in with your user data and confirm the transaction or create a PayPal account and then confirm the transaction. Following this, you will be transferred back to our online shop.

### • Direct Debit

With us, you have the option of paying for your order conveniently and easily by direct debit. With the SEPA basic mandate, you authorize us to collect the invoice amount from your bank account. The account you specify will be debited 14 days after the invoice date. The period for advance notice is reduced to five business days.

### • Advance payment

If you choose to pay for your order by advance payment, you will receive the payment information via email upon completion of the order. We ask that you settle the outstanding sum in advance within 14 days after the order. This is how long the goods will remain reserved for you. When making the transfer, only provide the payment reference specified on the advance invoice. Otherwise, your payment cannot be assigned to you.

We reserve the right to only offer you certain payment methods.

If you are in default with regard to a purchase, we reserve the right to charge a flat rate of € 1.25 for each reminder as compensation for the damage incurred; you are free to prove that we have incurred no or only minor damage.

## 11. Gift certificates

1. You can purchase gift certificates from us valued between € 10 and € 500. You can choose between electronic PDF certificates, which we will send you by e-mail after your purchase, and analog gift certificates in credit card format, which are glued into a card. The electronic PDF gift certificates can only be paid for by credit card.

2. The total value of the gift certificates may not exceed € 500 per order. It is not possible to purchase a gift certificate by redeeming another gift certificate.

3. The shipping costs for analog gift certificates are € 2.95. There are no shipping costs for analog gift certificates with a single value of € 100 or more. If you order a gift certificate in combination with other items, their shipping costs apply in accordance with section

4. The gift certificates can be redeemed during a purchase transaction after the gift certificate purchase. Subsequent offsetting against completed purchases is not possible. Payment of the gift certificate amount is also not possible.

5. The gift certificate can be combined with other promotions or vouchers.

6. If the credit on the gift certificates is insufficient for the order, the difference can be settled using the available payment methods. Partial redemptions are possible, whereby the remaining value remains on the gift certificate.

7. The gift certificate is transferable and valid for an unlimited period of time. Duplicating, editing or manipulating gift certificates is not permitted.

## 12. Retention of title

The goods remain our property until full payment has been received.

## 13. Language of the contract / storage of the order text

The contract is concluded in English. The details of your order will be provided to you in the order confirmation sent to you via email. The contract text is not stored. You can save or print these General Terms & Conditions at any time. You will also receive these General Terms & Conditions in the email sent after the order confirmation with the subject "Your order".

## 14. Applicable law

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you are a consumer residing outside the Federal Republic of Germany, the law of your country of residence may apply in case of mandatory provisions.

## 15. Service provider identification

MAGAZIN® Versandhandelsgesellschaft mbH  
Lautenschlagerstr. 16  
70173 Stuttgart

Commercial Register Stuttgart, HRB 311214  
Managing Directors: Matthias Nienhaus, Kai Steffan, Alexander Peters

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## Withdrawal form

### Model withdrawal form

(If you want to withdraw from the contract, please fill out this form and return it to us.)

#### To

An MAGAZIN Versandhandelsgesellschaft mbH,  
45729 Waltrop  
info@magazin.com:

We (\*) herewith withdraw from the contract I / we (\*) concluded for the purchase of the following merchandise (\*) / the provision of the following service (\*)

Ordered on (\*) / received on (\*) \_\_\_\_\_

Name of the consumer(s) \_\_\_\_\_

Address of the consumers \_\_\_\_\_

\_\_\_\_\_

Signature of the consumer(s) \_\_\_\_\_

Date \_\_\_\_\_

(\*) Please cross out where inapplicable