

## General terms and conditions of Skybad GmbH

The following terms and conditions at the same time contain legal information about your rights based on contract law governing transactions made via e-commerce in accordance with the regulations of the new Consumer Right Directive.

### **1. Information on online dispute resolution:**

The European Commission provided an internet platform for online settlement of disputes (so-called "ODR-platform"). The ODR-platform should serve as a focal point for out-of-court dispute settlements concerning contractual obligations resulting from online sales contracts. The ODR-platform is accessible under the following link: <https://ec.europa.eu/consumers/odr/>

### **2. Scope**

These standard terms and conditions (AGB) are valid for all sales and deliveries by Skybad to the consumer.

Consumer is every natural person who enters into a legal transaction for a purpose that mainly cannot be allocated to his commercial nor his independent professional activity.

### **3. Contracted partner**

A sales contract comes into being with Skybad, represented by the Managing Director Nicole Knorrek, Schillerstr. 90, 52477 Alsdorf, Commercial Register, Aachen District Court HRB 16446.

You can reach our customer service for any questions, claims and complaints from Monday to Friday, from 8 o'clock am to 6 o'clock pm via phone +49 (0) 241 - 5183260 as well as via eMail [info@skybad.de](mailto:info@skybad.de).

### **4. Offers and conclusions of contract**

1) The representation of the products in the online shop does not represent a legally binding offer. It represents an invitation for the customer to order. We reserve ourselves changes and mistakes. Please note that sales only are made in customary quantities. We reserve the right to reject orders exceeding the customary quantity.

2) By clicking the button "Kaufen" you are confirming a binding order of all products being listed in your shopping cart. An automated eMail confirms the receipt of your order immediately after sending the order. The sales contract has been concluded when an eMail of shipment advice is sent to the customer.

### **5. Right of revocation**

The consumer is granted the right of return within a period of 14 days after receipt of the goods. This means you are entitled to withdraw from the contract within a period of 14 days and without giving any reason. The period of revocation is 14 days and begins from the day when you or any nominated third person not being the carrier receives the last item of the order. If you exercise your right of revocation you must clearly express your decision on the revocation to us, Skybad GmbH, Schillerstr. 90, 52477 Alsdorf, eMail [info@skybad.de](mailto:info@skybad.de), phone +49 (0) 241 - 5183260, by separate mail or by eMail for example. You may use the attached standard form of revocation not being mandatory. To observe the revocation period, it is

sufficient to send the notification of your revocation before expiry of the revocation period.

### **Effects of revocation:**

If you cancel this contract, we have to refund all the payments we received from you, including the shipping costs (excluding additional costs resulting from a different delivery method as the proposed standard delivery method at more favorable prices) immediately and at the latest within 14 days from the day we have received the notification of your revocation. This refund will be made by the same means of payment originally applied for the transaction unless otherwise agreed upon with you. Fees won't be charged in any case because of this refund. We are able to reject the refund until receipt of the return shipment or until receipt of the evidence of the return shipment whichever is the earliest date.

In case of **parcel shipment** (for example DPD or DHL) the goods have to be returned immediately and in any case at the latest within 14 days from the day you informed us about the revocation of the contract. The deadline shall be deemed to have been met if the goods are returned before expiry of the period of 14 days.

In case of **truck transport** we are going to collect the goods from you. You have to pay these return shipments of which the costs are not more than 80,00€ per delivery.

The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature, quality and functioning of the goods.

The right of revocation does not apply for goods manufactured according to customer's specifications or have clearly been tailored for his personal needs.

Please return the goods if possible, in their original packaging including all parts of the original packaging and all accessories. In order to prevent damages and contamination please use an additional protective external packaging. Should you no longer be in possession of the original package, please make sure that you use a suitable carton to avoid transport damages. The requests listed in this paragraph are not a prerequisite for the effective exercise of the cancellation.

## **6. Statutory warranty rights**

In case of faults in the delivered goods the consumer is entitled to the full statutory warranty rights in accordance with the regulations of the Civil Code.

## **7. Prices and shipping costs**

The prices of the listed products include the statutory value added tax and all other price components. Shipping costs are charged in addition to the listed prices. The amount of the shipping costs is clearly indicated during the order process.

## **8. Payment**

1) Payment may be made by cash in advance, cash on delivery, credit card, PayPal, direct transfer or debit advice. In case of cash in advance the banking details are confirmed with the order confirmation via eMail and the goods are shipped after receipt of the payment.

2) The right of termination takes effect if your counterclaims have been legally established as final and absolute or if they are beyond dispute or if they have been accepted in writing on our part. Right of retention only exists as long as the claims result from the identical contractual

relationship.

### **9. Reservation of title**

The supplied good remains our property up to the complete fulfillment of all demands. We disagree with the resale of the good before full payment is made.

### **10. Cost paying agreement**

In case of exercising your right of withdrawal you have to bear the regular costs of the return shipment.

### **11. Application of law**

German law is applicable under the exception of UN-buying rights even in case of orders made from abroad.