

General Terms and Conditions of SERA BENIA Webshop

Terms of contract for contracts of sale concluded via the platform at <http://sera-benia.de> and <http://sera-benia.com>

by and between

SERA BENIA VERLAG GmbH, Grillparzerstr. 4a, 22085 Hamburg, Germany, phone No.: +49-40-46643010, entered in the Commercial Register of the Local Court in Hamburg under HRB 136943, represented by the managing director, Antonia Tripp, VAT ID No.: DE300667747 - hereinafter referred to as the "Supplier" -

and

the customer named in paragraph 2 of the contract - hereinafter referred to as the "Customer" -

1. Scope of Application, Definitions

(1) The following General Terms and Conditions in the version valid at the time of ordering shall exclusively apply to the business relationship between the Supplier and the Customer. Different terms and conditions of the Customer are not recognized, unless the Supplier expressly agrees in writing to the application thereof.

(2) The Customer is a consumer, unless the purpose of the ordered deliveries and services can mainly be associated with the Customer's commercial activity or self-employment. On the other hand, an entrepreneur is every natural person or legal entity or partnership having legal capacity that acts in the performance of their commercial activity or self-employment when concluding the contract.

2. Conclusion of Contract

(1) The Customer may select products, in particular CDs, DVDs and books, from the Supplier's range and collect them in a so-called basket by clicking on the button "add to basket". By clicking on the button "order with obligation to pay", the Customer makes a binding offer to buy the goods in the basket. Before sending the order, the Customer may alter and view the data at any time. However, the offer may only be made and transmitted when the Customer has accepted these terms of contract by clicking on the button "accept terms and conditions", thereby including them in his/her offer.

(2) Then the Supplier will send the Customer an automatic acknowledgement of receipt by e-mail, in which the Customer's order is specified again and which the Customer may print by using the "print" function. The automatic acknowledgement of receipt only documents that the Customer's order has been received by the Supplier and does not constitute an acceptance of the offer. The contract will only be formed when the Supplier makes its declaration of acceptance, which will be sent in a separate e-mail (order confirmation). We will send the wording of the contract (consisting of order, General Terms and Conditions and order confirmation) on a permanent data carrier (e-mail or paper printout) to the Customer in that e-mail or in a separate e-mail, but no later than upon delivery of the goods (confirmation of contract). The wording of the contract will be stored in compliance with data protection principles.

(3) The contract is concluded in German.

3. Delivery, Availability of Goods

(1) Delivery times stated by us are calculated from the time when we confirm the order, subject to prior payment of the purchase price (except in case of purchase on account). If our online shop does not specify any or any other delivery time for the goods in question, it is 3-4 days within Germany, to Austria and Switzerland and within the EU 5-6 days, and 8-14 days to all other countries.

(2) If, at the time when the Customer places the order, the product chosen by the Customer is not available, the Supplier will immediately inform the Customer thereof in the order confirmation. If the product cannot be delivered on a permanent basis, the Supplier will refrain from making a declaration of acceptance. In that case, no contract is formed.

(3) If the product specified by the Customer in the order is only temporarily not available, the Supplier will immediately inform the Customer thereof in the order confirmation. In the event that delivery is delayed by more than two weeks, the Customer shall be entitled to rescind the contract. The Customer's right of withdrawal (see paragraph 9 of these terms of contract) shall not be affected thereby. Apart from that, the Supplier shall also be entitled to disengage itself from the contract in such a case. In this connection, the Supplier will immediately refund any payments already made by the Customer.

(4) The following delivery restrictions apply: The Supplier will deliver to customers who have their habitual residence (invoice address) in one of the following countries and can state a delivery address in the same country: Germany as well as within the EU and the other international countries.

4. Reservation of Title

The delivered goods shall remain the property of the Supplier until payment in full.

5. Prices, Postage and Packing

(1) All prices stated on the Supplier's website are inclusive of the statutory value-added tax applicable at any given time.

(2) The relevant postage and packing charges are stated in the order form for the Customer's information and are to be borne by the Customer, unless the Customer makes use of his/her right of withdrawal. The Supplier charges a flat rate for postage and packing for all countries that does not depend on the amount ordered or the weight. The flat rate for postage and packing is as follows:

within Germany: 4.50 EUR

in other EU countries: 7.50 EUR

to all other countries: 7.50 EUR

If the order value of the goods is 80.00 EUR or more, the Supplier will effect delivery to the Customer without any postage and packing charges. Any customs duties must be borne by the Customer.

(3) The goods are sent by post. If the Customer is a consumer, the Supplier will bear the risk of delivery.

(4) In the event of withdrawal, the Customer will have to bear the direct costs of return.

6. Terms of Payment

(1) The Customer may pay by advance payment, PayPal or on account.

(2) The Customer may change the manner of payment stored in his/her user account at any time.

(3) Payment of the purchase price will fall due immediately upon conclusion of contract. If the due date for payment has been determined according to the calendar,

the Customer will already be in default when he/she fails to meet the deadline. In that case, the Customer shall pay to the Supplier default interest of 5 percentage points above the base rate.

(4) The Customer's obligation to pay default interest does not exclude the Supplier's assertion of further claims due to damage caused by default.

7. Warranty for Defects in Quality, Guarantee

(1) The Supplier shall be liable for defects in quality according to the legal provisions applicable in this regard, in particular Sections 434 ff. of the German Civil Code (*BGB*). With regard to entrepreneurs, the warranty period for items delivered by the Supplier is 12 months.

(2) An additional guarantee only applies to the goods delivered by the Supplier if it has expressly been given in the order confirmation for the relevant article.

8. Liability

(1) Claims for damages on the part of the Customer shall be excluded. Excluded from this are claims for damages of the Customer resulting from injury to life, body or health or breach of material contractual obligations (cardinal obligations) and liability for other damage based on an intentional or grossly negligent breach of duty on the part of the Supplier, its legal representatives or vicarious agents. Material contractual obligations are obligations whose fulfilment is necessary to achieve the objective of the contract.

(2) If material contractual obligations are breached, the Supplier shall only be liable for the foreseeable damage that is typical of contracts of this kind if said damage was caused by simple negligence, unless claims for damages on the part of the Customer based on injury to life, body or health are concerned.

(3) The restrictions of subparagraphs 1 and 2 shall also apply for the benefit of the Supplier's legal representatives and vicarious agents if claims are asserted directly against them.

(4) The provisions of the German Product Liability Act shall remain unaffected.

9. Instructions on Withdrawal

(1) When consumers enter into a distance-selling transaction, they always have a statutory right of withdrawal, about which the Supplier will inform in the following according to the legal model. Exceptions from the right of withdrawal are laid down in subparagraph (2). A model withdrawal form can be found in subparagraph (3).

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period will expire after fourteen days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us, SERA BENIA VERLAG GmbH, Grillparzerstraße 4a, 22085 Hamburg, phone No.: +49-40-46643010, e-mail: info@sera-benia.de, of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the

withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

You will have to bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

(2) The right of withdrawal does not apply to contracts for delivery of audio or video recordings or computer software in sealed packaging if the seal was broken after delivery.

(3) The Supplier gives the following information about the model withdrawal form according to the legal provision:

Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

— To SERA BENIA VERLAG GmbH, Grillparzerstraße 4a, 22085 Hamburg, Germany, phone No.: +49-40-46643010, e-mail: info@sera-benia.de

— I/we (*) hereby give notice that I/we (*) withdraw from my/our contract

of sale of the following goods(*)/for the provision of the following service (*)

— Ordered on (*)/received on (*)

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this form is notified on paper)

— Date

(*) Delete as appropriate

10. Final Provisions

(1) Contracts between the Supplier and the Customer are governed by the law of the Federal Republic of Germany, to the exclusion of the UN Sales Convention. The legal provisions regarding restriction of choice of law and applicability of mandatory regulations of, in particular, the state in which the Customer as a consumer has his/her usual residence shall remain unaffected.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for any and all disputes arising out of

contractual relationships between the Customer and the Supplier shall be the Supplier's registered office.

(3) If individual items of the contract are legally ineffective, the other parts thereof shall remain binding. The legal provisions – in so far as these exist – shall replace the ineffective items. However, in so far as this would constitute unreasonable hardship to one of the parties to the contract, the entire contract shall become void.