# **General Terms and Conditions**

These contractual conditions apply to orders placed by telephone, in writing, or via the Internet.

### 1. Contract conclusion

The presentation of goods in the online shop does not constitute a legally binding offer, but rather general information. By clicking the button "Order with obligation to pay" (in the case of payment by PayPal, the button is labeled "Buy now and continue to PayPal") and entering the required data at PayPal, you submit a binding purchase offer for the goods contained in the shopping cart. Immediately after completing the order process, you will receive an order confirmation by email. If you pay by credit card or via PayPal, the purchase contract is concluded upon your receipt of the order confirmation. If you pay in advance, the contract is concluded when you make the transfer. For all other payment methods, the purchase contract is concluded as soon as you receive our shipping confirmation sent by email; at the latest, however, when you receive the goods.

#### 2. Withdrawal information

### Right of Withdrawal

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

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the last goods.

To exercise your right of withdrawal, you must inform

To exercise your right of withdrawal, you must inform us (Manufactum GmbH, 45729 Waltrop, email address: <a href="mailto:info@manufactum.dk">info@manufactum.dk</a>) of your decision to withdraw from this contract by means of a clear statement (e.g. an email). You may use the attached model withdrawal form for this purpose, but it is not required.

To comply with the withdrawal period, it is sufficient

To comply with the withdrawal period, it is sufficient that you send the notification of your exercise of the right of withdrawal before the withdrawal period has expired

### Consequences of Withdrawal

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 withdrawal information

# 3. Non-existence of the right of withdrawal

In accordance with Section 312g (2) German Civil Code (BGB), there is no right of withdrawal for contracts for the delivery of

- goods that are not prefabricated and for the production of which an individual choice or decision by the consumer is decisive or which are clearly tailored to the personal needs of the consumer,
- sealed goods which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery,
- audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery.

### 4. Delivery

Deliveries are generally only possible within Denmark. Deliveries to Greenland and the Faroe Islands are excluded. Unless otherwise described with the item, delivery is made by parcel service.

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 respective freight carrier of any obstacles as early as possible.

Goods are only supplied in quantities customary for household use.

### 5. German Youth Protection Act (JuSchG)

In accordance with the Jugendschutzgesetz (German Youth Protection Act), we only deliver alcoholic beverages to persons who are at least 18 years old..

#### 6. Complaints

If delivered goods show obvious material or manufacturing defects, including transport damage, please report such defects immediately to us or to the employee of the delivery service who delivers the goods. Failure to lodge such a complaint has no consequences for your statutory claims.

# 7. Validity of prices

The prices stated on <u>www.manufactum.dk</u> are in danish kroner (including statutory tax).

#### 8. Minimum order value

There is a minimum order value of 399 DKK. Please observe the applicable shipping costs.

### 9. Shipping costs per order

We generally charge 49 DKK per delivery for each order. We reserve the right to make partial deliveries, which will not result in any additional costs for you. For orders over 599 DKK per delivery address, shipping costs are waived. For items that cannot be shipped as standard parcels due to their dimensions (bulky goods), the transport service providers charge a service surcharge, which we pass on. The bulky goods surcharge becomes payable in the amount of 160 DKK 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-made products or orders of items not listed in the catalog, we will provide you with individual shipping costs.

### 10. Payment

You may choose from the following payment methods:

# · Credit Card

You may pay with VISA, MasterCard and American Express credit cards. Thanks to state-of-the-art encryption technologies, such as Secure Socket Layer (SSL) and the 3-D Secure process, the highest level of security is ensured. All order and credit card data is only transmitted in encrypted form. During the order process, in addition to the card number, expiry date, and credit card company, we also require the card security code. This three- or four-digit number can be found on the back of your credit card.

# • PayPa

Pay for your order simply, quickly, and securely with PayPal. If you select PayPal as your payment method, you will be redirected to PayPal at the end of the ordering process. There you can log in with your user details and confirm the payment, or open a PayPal account and then confirm the payment. Afterwards, you will be redirected back to our online shop.

We reserve the right to offer you only certain payment methods

# 11. Retention of title

The goods remain our property until payment has been made in full.

# 12. Contract language / Saving 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 and conditions at any time. These general terms and conditions will also be provided to you in the email sent after the order confirmation, titled "Your Order."

# 13. Applicable law

The law of the Federal Republic of Germany applies, 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 mandatory provisions of the law of the country in which you reside may also apply.

### 14. Provider identification

Manufactum GmbH Hiberniastraße 5 45731 Waltrop Germany Amtsgericht Reckling

Managericht Recklinghausen HRB 7982
Managing Directors: Alexander Peters, Kai Steffan
Chairperson of the Management Advisory Board: Sergio



# Withdrawal form Sample withdrawal form I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following (If you wish to withdraw from the contract, plegoods (\*) / the provision of the following service (\*). ase complete this form and return it to us.) Ordered on (\*) / received on (\*) Manufactum GmbH 45729 Waltrop info@manufactum.dk Name of consumer(s) \_ Address of consumer(s) \_ Signature of consumer(s) (only if submitted on paper) \_ Date\_ (\*) Delete as appropriate

