

What you should know: our General Terms and Conditions.

The following contractual terms apply to all products and services we provide.

1. INTERNATIONAL ORDERS

1. How to place an order

Unless otherwise indicated, you can order the products on the Internet at www.manufactum.com. You can call us Monday to Friday between 8:00 am and 7:00 pm at +49 (23 09) 93 90 50. You can also send us your order via fax at +49 (23 09) 93 98 50 or use the enclosed order forms. These contractual terms apply when ordering by phone, in writing or on the Internet. The sales contract is deemed concluded with the delivery of the merchandise; for prepayment with the request for payment, which you receive from us after order placement. Upon request, we can provide you with new order forms (longer ones) at any time.

2. Minimum order value

Please note the minimum order value of €25.00. We cannot process orders of lesser value in a cost-effective manner.

3. Prices

The prices are final prices including the value added tax prescribed by law. Distance sales in the EU are generally subject to taxation of turnover in the country of purchase. However, if the consignor exceeds certain delivery quotas, value added tax must be paid in the country in which the buyer is located (destination principle of taxation). This applies if the buyer is a private individual. Manufactum has exceeded the delivery quota in several countries and therefore indicates the customary value added tax and pays said tax directly to the tax authorities of the country. For deliveries in EU countries, in which the delivery quota is not exceeded, the value added tax effective in Germany, currently 19% resp. reduced 7%, is charged and paid in Germany. For orders from non-EU countries, we reduce our prices by the included German value added tax. However, you will have to pay the respective customary import turnover tax at your customs authority. We cannot provide you with information regarding the collection of customs duty. You will receive a declaration of origin from us, which is printed on the invoice.

4. Shipping charges

Please observe that outside the EU a different delivery address may not be in any other country than the one stated in the billing address. Unfortunately, the delivery of plants and seeds abroad is not permitted. We charge the actual costs of postage for shipments abroad – these are shown to you before completing the order. Deliveries are usually made via DHL to your postal address. Poste restante deliveries are not possible. Please contact the Manufactum customer service telephone: +49 (23 09) 93 90 95 for the delivery of furniture or bulky goods.

5. Delivery

Unless otherwise indicated on the product, delivery is made by parcel service. The handling of furniture and bulky goods on location to the customer's point of use must be possible with two persons at the most, based on the local characteristics according to the dimensions and properties of the merchandise. Should hindrances in delivery (e.g. too narrow stairway) require the use of additional personnel and/or technical aid or the like, this special service is charged according to actual costs according to prior agreement. Please indicate possible hindrances when placing your order. Please observe that a different delivery address cannot be in any other country than the billing address.

6. Protection of minors

In compliance with the laws for the protection of the youth, we only supply alcoholic beverages to persons, who are 18 years of age or older.

7. Warranty/Guarantees

If supplied products indicate apparent material or manufacturing defects, which also include damages in transit, please inform us or the delivery man, who delivered the products, of such defects immediately. However, the failure to provide such information does not have any consequences in regard to your statutory claims. Statutory claims for supplementary performance, rectification of deficiencies/compensation delivery as well as – subject to the fulfilment of legal requirements – further claims for reduction or cancellation as well as collaterally for compensation, including compensation for damage in place of fulfilment plus compensation for your unavailing expenses apply at your discretion for all defects of the merchandise purchased, which occur during the statutory period of warranty. Our manufacturers guarantee the reliability of their products. Please refer to the detailed guarantee terms in the specifications in the catalogue or the information in the instruction manuals. Insofar as we grant you an additional seller warranty, the particulars are indicated in the terms of guarantee, which are attached to the respectively supplied product. There are claims under guarantee regardless of the statutory claims/right.

8. Cancellation policy

Right of cancellation

You have the right to cancel this contract within 2 weeks without stating any reasons.

The cancellation period is 2 weeks as of the day on which you or a third party you authorised, who is not the carrier, take or takes possession of the last of the merchandise.

In order to exercise your right of cancellation, you must inform us (Manufactum GmbH & Co. KG, 45729 Waltrop, tel.: +49 (23 09) 93 90 95, fax: +49 (23 09) 93 98 00, email address: info@manufactum.com) of your decision to cancel this contract by means of an explicit statement. To do so, you can use the enclosed sample cancellation form however, this is not mandatory. Sending the information that you are exercising your right of cancellation before the expiration of the cancellation period suffices, to ensure the cancellation period.

Cancellation consequences

If you cancel this contract, we will return all payments we received from you, including the delivery costs (with the exception of the additional costs, which result from your choosing another type of delivery other than our offered, most favourable standard delivery) immediately and at the latest, two weeks after the day on which we received your notice of cancellation for this contract. We use the same means of payment for this refund as you used for the original transaction unless otherwise explicitly stipulated with you; under no circumstances are fees charged to you. We can refuse repayment until the merchandise has been returned to us or until you have verified that you have returned the merchandise depending on which takes place first. You must return the merchandise to us immediately and in any case, within two weeks as of the day on which you inform us of the cancellation of this contract. The period is ensured if you return the merchandise before the expiration of the two week period. We bear the costs for the return shipment of the merchandise.

You must only answer for possible depreciation of the merchandise if this depreciation can be attributed to your unnecessary handling for the purpose of the inspection of the properties, characteristics and functionality of the merchandise.

End of the cancellation policy

9. Exemption/Forfeiture of the right of cancellation

Among other things, there is no right of cancellation pursuant to § 312g sec. 2 of the German Civil Code for contracts for the supply of merchandise, which is not prefabricated and for which there is a significant requirement of an individual selection or designation by the consumer for the production or which is distinctively tailored to the consumer's personal needs and for contracts for the supply of merchandise, which can deteriorate rapidly or the expiry date of which would quickly lapse and said right expires for contracts for the supply of sealed merchandise, which are not suitable for return due to reasons of health protection and hygiene if its sealing was removed after delivery and for contracts for the supply of audio or video recordings or computer software in sealed packaging if the sealing was removed after delivery.

Remarks to the items 8 and 9:

The preceding passages are – easy to notice – wording, which is required by law. We print and adopt said passages dutifully. Irrespective of statutory duties, we strive for a fair and cooperative relationship with you as our customers in every respect; that said, you can contact us at any time even after the statutory period has expired should you have any grievances.

10. Our payment methods

- 1) By credit card (currently MasterCard and Visa).
- 2) By prepayment. As soon as we have received your payment, we will deliver your order. Payments from foreign banks are not subject to an additional fee within the EU if you state the IBAN and SWIFT codes for our bank account stated below on the bank transfer. Without these codes, your payments are only credited to our account after the deduction of € 7.00, which we have to additionally charge from you if you are not transferring payment from a German bank.

IBAN Code: DE 57 42 65 01 50 00 60 05 25 03
Swift Code WELA DED 1 REK

We normally deliver orders exceeding € 250.00 to new customer by COD or after prepayment. However, we reserve the right to request prepayment in other cases as well.

In individual cases, we reserve the right not to deliver the merchandise until a partial payment is made. We will coordinate this with you after order receipt.

11. Vouchers

- a) Vouchers (vouchers, which you can purchase) can be used to purchase products and services offered at Manufactum, at Manufactum brot&butter and at Magazin. However, they cannot be used to purchase other vouchers. Currency of issue and redemption must be identical.
- b) The voucher balance is in Euros and is not charged interest. Vouchers cannot be exchanged for cash. The value of a voucher must be at least €10.00 for a purchase and may not exceed €500.00. A maximum of vouchers valuing €5,000.00 can be ordered per order.
- c) Shipping charges for vouchers amount to €2.95. Vouchers with an individual value of €100.00 and more are shipped free of charge. A maximum of one gift box can be ordered per voucher. Naturally, there are no shipping charges for PDF vouchers, which are available on the Internet. If you order a voucher in connection with other products, the shipping charges according to §4 apply.
- d) PDF vouchers can only be paid for using a credit card.
- e) Redemption after we receive the order or subsequent offsetting is not possible.
- f) Vouchers cannot be combined with other promotions or vouchers.
- g) If the voucher balance does not cover the order, the difference can be paid for using the provided payment options. Partial redemption is possible, the residual balance remains on the voucher.
- h) The voucher is transferable and valid for an unlimited time. Copying, editing or manipulating the vouchers is prohibited. We do not assume liability and cannot replace vouchers in the event of loss, theft or illegibility of the vouchers as well as typos in the email address of the recipient of the voucher.

12. Title retention

The merchandise remains our property until full payment has been made.

13. Electronic communication

You agree that communication relating to the contract can be carried out electronically.

14. Image copyrights

All image copyrights are held by the Manufactum GmbH & Co. KG or its partners. The use thereof is prohibited without explicit consent.

15. Miscellaneous

Slight variations from catalogue images can occur because our products are not mass produced. German law applies excluding the United Nations Convention on Contracts for the International Sale of Goods. Mandatory provisions or protection conferred under case law of the respective country of residence remain effective and are applied accordingly for orders by consumers abroad. The competent district court at the registered office of the Manufactum GmbH & Co. KG is the sole place of jurisdiction for business merchants and dealers.

MANUFACTUM.

Manufactum GmbH & Co. KG,
Hiberniastraße 5,
45731 Waltrop,
AG Recklinghausen HR A 2630.
Individually liable: Verwaltungsgesellschaft Manu-
factum mbH, Hiberniastraße 5, 45731 Waltrop,
AG Recklinghausen HRB 5784, represented by
Max Heimann, Dr. Christopher Heinemann
Chairwoman of the advisory board: Neela Montgomery
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IV. CANCELLATION FORM

Sample cancellation form

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

To
Manufactum GmbH & Co. KG, 45729 Waltrop, fax +49 (23 09) 93 98 50,
info@manufactum.com

I/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 consumer(s) _____

- Signature of the consumer(s) _____
(only for notification on paper) _____
- Date _____

(*) Please cross out where inapplicable.

PRIVACY NOTICE

We comply with the legal requirements in all our activities regarding data processing (e.g. collection, processing and transmission). Customer data required for the processing of transactions is stored and solely communicated to our authorised service providers in the extent necessary for the processing of orders and payments. Address and order information is otherwise only collected and processed for in-house marketing purposes.

Note:

You can object to the use, processing and transmission of your personal data for marketing purposes at any time by means of an informal message by mail to Manufactum, 45729 Waltrop or by means of an e-mail to info@manufactum.com. This of course does not apply to the data required for the processing of your order. After receiving your objection, we will no longer use, process or transmit the data concerned for other purposes other than for the processing of your order and we will refrain from sending you our catalogues or other promotional literature.