**DRAFT**

**General Terms and Conditions**

Last update: ADD DATE

1. **Scope**

We operate an online store <https://www.holvi.com/de-en/ecommerce-website/> where you can browse and purchase goods (“goods”) and which refer to these General Terms and Conditions (“Terms and Conditions”, “GTC”).

By placing an order through the online store, you acknowledge that you have read, understood and agreed to these Terms and Conditions.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”),

| **Company name or name\*:** Online Store GmbH / Peter Online Store Soletrader |
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| **Owner / Representative\*:** First Name Last Name |
| **Street, Nr.\*:** Street 1 |
| **ZIP, Place\*:** ZIP, City |
| **Country:** Germany |
| **Registry Nr.:** HBR 123456 |
| **Telephone:** +1112222 |
| **Telefax:** +211111 |
| **E-mail\*:** online@store.com |
| **Website\*:** www.peter-onlinestore.com |

and us (“Company”, “we”, “us”, or “our”) concerning your access to the online store and purchase of the goods.

We reserve the right to modify or update these Terms and Conditions at any time. The version of the Terms and Conditions that applies to a specific order will be the version in palace at the time of purchase.

1. **Orders of Goods**
	1. You may place an order by adding selected goods to the online shopping cart, providing necessary information and completing the payment process.
	2. We reserve the right to refuse or withdraw any order in our sole discretion, including but not limited to cases of suspected fraud, incorrect pricing or unavailability of goods.
2. **Payment and Price**
	1. The prices of the goods displayed on the online store are in Euros and inclusive of any applicable taxes, unless stated otherwise.
	2. We reserve the right to modify prices at any time, but the price applicable to an order will be the price displayed at the time of purchase.
	3. Payments are processed by Emerchantpay (“EMP”). EMP offers several means of payment, from which you need to select one to make your payment.
	4. You agree to provide current, complete and accurate purchase and account information for all purchases made. You further agree to promptly update account and payment information, including email address, payment method and payment card expiration date, so that EMP can complete your transactions and contact you as needed.
3. **Delivery and Title**
	1. We will make reasonable efforts to deliver the goods within the agreed-upon timeframe. However, delivery times are estimates and may be subject to delays beyond our control.
	2. We will deliver the goods to the address provided by you during the ordering process.
	3. Title and risk of loss or damage to the goods shall pass to you upon delivery.
	4. You shall bear any additional costs incurred due to any change in delivery instructions or failure to accept delivery.
	5. You shall accept the goods upon delivery in accordance with the agreed-upon Terms and Conditions. Acceptance implies that the goods confirm to the agreed specifications and are free from defects.
4. **Return and Refunds**
	1. You have the right to return goods within (ADD NUMBER OF DAYS) days from the date of delivery, subject to the conditions and limitations set forth in the applicable consumer protection legislation.
	2. Returns of goods must be in their original condition, unopened and unused, unless the goods are defective or damaged upon delivery.
	3. We will refund the purchase price within a reasonable timeframe after receiving the returned goods, minus any applicable restocking fees and charges. For this refund, we will use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you.
	4. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functioning of the goods.
5. **Warranty**
	1. We make every effort to display as accurately as possible the colours, features, specifications, and details of the goods available on our online store. However, we do not guarantee that the colours, features, specifications and details of the goods will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colours and details of the goods. All goods are subject to availability and we cannot guarantee that items will be in stock. We reserve the right to discontinue any goods at any time for any reason.
	2. We warrant that the goods will be free from defects in materials and workmanship.
	3. You shall promptly inspect the goods upon delivery and notify us in writing of any defects or non-conformities within a reasonable time.
	4. In the event of a valid warranty claim, we may, at our sole discretion, repair or replace the defective goods or refund the purchase price.
	5. The warranty does not cover defects or damages caused by improper use, negligence or normal wear and tear.
6. **Limitations of Liability**
	1. Our liability for any claims arising out of or in connection with these Terms and Conditions, whether in contract, tort or otherwise, shall be limited to the total amount paid by you for the goods.
	2. We shall not be liable for any indirect, incidental, consequential or punitive damages, including but not limited to loss of profits or business interruptions.
7. **Intellectual Property**
	1. We retain all intellectual property rights in the online store, including but not limited to copyrights, trademarks and patents.
	2. You shall not reproduce, modify, distribute or sell any content or materials from the online store.
8. **Privacy Policy**

We care about data privacy and security. Please review our Privacy Policy (ADD LINK TO PRIVACY POLICY). By using the Products, you agree to be bound by our Privacy Policy, which is incorporated into these GTC.

1. **Governing law and venue**
	1. These GTC are governed by and constructed in accordance with the laws of Germany, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Both parties agree to submit to the non-exclusive jurisdiction of the courts of XXX, which means that you may make a claim to defend your consumer protection rights in regards to these GTC in Germany, or in the EU country in which you reside.
	2. Any disputes arising out of or in connection with these GTC shall be subject to the exclusive jurisdiction of the courts of XXX.
2. **Dispute resolution**

The European Commission provides an [online dispute resolution platform](https://ec.europa.eu/consumers/odr/main/?event=main.home2.show), which you can access. If you would like to bring this subject to our attention, please contact us.

1. **Miscellaneous**
	1. These Terms and Conditions constitute the entire agreement between you and us with respect to the supply of goods and supersedes all prior agreements, understandings or representations, whether oral or written.
	2. Our failure to exercise or enforce any right or provision of these GTC shall not operate as a waiver of such right or provision.
	3. These Terms and Conditions operate to the fullest extent permissible by law.
	4. We may assign any or all of our rights and obligations to others at any time.
	5. If any provision or part of a provision of these GTC is found to be unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.
2. **Contact us**

In order to resolve a complaint regarding the goods or to obtain further information about the goods on offer, please contact us at:

| **Company name or name\*:** Online Store GmbH / Peter Online Store Soletrader |
| --- |
| **Owner / Representative\*:** First Name Last Name |
| **Steet, Nr.\*:** Street, 1 |
| **ZIP, City\*:** ZIP, City |
| **Country:** Germany |
| **Telephone/Fax:** +211111 |
| **E-Mail\*:** online@store.com |