

POSTERLOUNGE GmbH - Weißenfeller Str. 67 - 04229 Leipzig

§ 1 Scope and supplier

These general terms and conditions apply to all orders, given by individuals through the online shop of POSTERLOUNGE GmbH, Weißenfeller Str. 67, 04229 Leipzig. Owner: Falk Teßmer u. Florian Teßmer (subsequently, "POSTERLOUNGE GmbH").

Service-Hotline: ++49 (0) 341 - 2 47 0 47 2 mo to fr from 9am - 5pm
E-mail: support@posterlounge.com

§ 2 Conclusion of Contract

§ 2.1 The product representations in the online shop serve as submission of an offer to buy. By clicking the button (Order confirmation) you enter into a legally binding offer to buy. The sale of our products is carried out only for the private use in reasonable private use amounts.

§ 2.2 We can accept your order by receipt of an order confirmation by e-mail or by delivery of the product within ten days. The confirmation of the access of the order doesn't represent any acceptance of the offer to buy yet.

§ 2.3 should your order confirmation contain written or printing errors or should miscalculations in our pricing system occur, through technical errors, we are entitled to challenge this. The mistake, however, must be proven to be our. Payments which have been carried out will be immediately refunded to you.

§ 3 Prices

The prices of our products are per piece, inclusive of the legal VAT. The prices contain no transport, postage or packing costs. Insurance, customs or other costs are also not included in our prices.

In principle, our prices are the prices mentioned in the shopping basket of our web page at the time of order. Divergent prices loaded from temporary memories/files (browser cache, proxies) are not up-to-date and therefore invalid.

§ 4 Shipping and Handling Costs

For delivery to USA we charge a flat rate of \$ 46.21 per order. Our complete Shipping and Handling Costs table can be found under [shipping costs](#).

§ 5 Delivery terms

§ 5.1 The supply takes place within Germany and into other European countries according to forwarding expenses overview.

§5.2 Delivery times, unless otherwise stipulated are between approx. 1-5 working. All exact delivery times can be found under [delivery](#).

§5.3 Should all you ordered items not be in stock, we are entitled to deliver the products separately as they are available, at our expense.

§5.4 Should the order, after three delivery attempts fail to be received, we retain the right to withdraw from the contract. Payments already made, if necessary, will be immediately refunded to you.

§ 6 Payment conditions

§ 6.1 Payment is carried out alternatively by pre payment, by Paypal, by cash on delivery or credit card. We reserve the right to exclude certain methods of payment.

§ 6.2 If you choose advance payment, we will inform you of your bank details in the order confirmation. The amount stated on the invoice has then to be transferred to our account. You can also find the banking connection under [Methods of Payment](#). For payment by credit card, your account will be charged directly after making the order.

§ 6.3 Should there be a delay in payment, a charge of 5% interest on top of the purchase price will be ensue. We reserve the right to assert a higher delay damage charge should payment not arrive.

§ 6.4 You have the right to off-set this payment only when your counter-claim is stated legally or accepted by us in writing.

§ 6.5 You can only exercise a retention right as long as the claims result from the same contract relationship.

§ 7 Ownership of Items

The product remains our property until the payment is complete. Securities pledge, securities transference, processing or redesign is not permitted without our consent.

§ 8 Revocation right

Consumers have the right to revoke their contract without explanation. This may be made in written form (e.g. letter, fax, e-mail) and by returning the item within two weeks. The period begins with receipt of the product and a revocation instruction in text form must be present. To ensure that the revocation period can be met, the punctual despatch of the revocation or the product will be required.

This is not valid if the deterioration of the product can be explained by the examination how she would have been possible approximately in the shop business exclusively. You can avoid the value obligation to pay compensation, by not taking the thing like your property in use and everything whose value impairs refrained. The costs for the return of items are to be met by the customer if the value of the order is less than \$ 50.42. You have to cover the costs of the return, if the price of the item to be returned does not exceed an amount of \$ 50.42 or if you haven't yet completed the payment or a partial payment agreed on by contract at the time of making the return. Otherwise the return is cost-free for you. Outside Germany the return postage is always covered by the customer. Detailed information regarding the return transport can be found in the help section under [\[revocation/return rights\]](#).

Transportable packages have to be returned in the original package (if possible) at POSTERLOUNGE GmbH company's risk to the following address: POSTERLOUNGE GmbH, Weißenfeller Str. 67, 04229 Leipzig, Germany. Not transportable items will be picked up at your home.

The costs for the return of items are to be met by the customer if the value of the order is less than \$ 50.42. You have to cover the costs of the return, if the price of the item to be

POSTERLOUNGE GmbH

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Phone: ++49 (0) 341 - 2 47 0 47 2
Fax: ++49 (0) 341 - 2 47 0 47 7

<http://www.posterlounge.com>
info@posterlounge.com

Postbank Leipzig

Account No.: 99123905
Bank No.: 86010090
IBAN: DE85860100900099123905
SWIFT: PBNKDEFF

VAT No.:

232/116/03771

TAX-ID:

DE260493869

Commercial register:

Leipzig Registration Court HRB 24267

Owner:

Falk Teßmer u. Florian Teßmer

returned does not exceed an amount of \$ 50.42 or if you haven't yet completed the payment or a partial payment agreed on by contract at the time of making the return. Otherwise the return is cost-free for you.

If we bear the cost of the return, we can pick up the commodity gladly directly with you by DHL express free of charge. Please contact us in addition to your desired collection time and the fetching address first by email (support@posterlounge.com) or by service Hotline ++49 (0) 341 - 2 47 0 47 2.

Excluded from the right of revocation are especially for you manufactured articles (e.g. personal illustrations).

§ 9 Damage in transit

§ 9.1 Should the goods be delivered to with obvious transit damage, inform the fault immediately to the delivery person, and please contact to us under our service hotline as quickly as possible: ++49 (0) 341 - 2 47 0 47 2.

§9.2 Your statutory guarantee rights are not affected by complaint or failure to make a timely complaint. However, you help us to be able to assert our own claims compared with the carrier or the transport insurance. We ask you to assist us as much as possible for us to make a justifiable claim against the transportation company or their insurer.

§ 10 Guarantee

§10.1 The guarantee is carried out to the legal regulations. You have the right to claim compensation, renewal or repair of items within the two year legal guarantee period for goods which are faulty or do not fulfil their legal requirements. You must, however, allow us two opportunities for improvement before further legal action is demanded by yourself. If claims by yourself demand excessive costs, we cannot allow further unreasonable compensation efforts.

§10.2 We do not accept any liability for damages and faults arising from more improper use, storage, careless or incorrect care or over-use.

§ 10.3 If you wish an exchange a faulty product, please contact us immediately, for your free of charge return service, by calling, ++49 (0) 341 - 2 47 0 47 2 or email us at support@posterlounge.com.

§ 11 Liability

We exclude our liability for injuries inflicted through obvious negligence provided that these have no concern to contract essential obligations. Damages resulting from life threatening injury to the body or the health or guarantees or claims are covered according to the standard product liability law. The same obligation applies to our vicarious liability for injuries.

§ 12 Protection of data privacy

We primarily use your personal details for the processing of your order. To this end, we only pass on your details to such suppliers who directly deliver the product. These companies may use your data for carrying out your order and not for any further purposes. With your consent we are offering special offers individually on your personal interests in your customer account and/or using your E-Mail address for advertising responding. Of course you can contradict the use of your data at any time for advertising purposes and/or recall your consent. We will then send you no more catalogues and/or advertising emails.

§ 13 Final regulations

§13.1 Should a regulation of these general business conditions be ineffective, the contract remains effective for the rest. Instead of the ineffective regulation, the appropriate legal regulations are valid.

§13.2 Subject to German law.

Leipzig, 07/06/2010

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