

General Terms and Conditions (GTC)

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1. Scope

(1) The following General Terms and Conditions (hereinafter referred to as "GTC") of Elena Leinmüller (hereinafter referred to as "Seller") apply to all orders via the seller's online shop "LEINPUR". The seller's online shop is aimed exclusively at consumers (hereinafter referred to as "Customer").

(2) A consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity. An entrepreneur is a natural or legal person or a legal partnership who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

2. Contractual Partner

The contract is concluded with Elena Leinmüller, Uhlandstr. 4a, 85521 Ottobrunn, Germany.

3. Formation of Contract

(1) The presentation of the products in the online shop is not a legally binding offer, but a non-binding invitation to order.

(2) The customer must first add the desired item to the virtual shopping basket of the online shop and then go through the specified ordering steps. By sending the order (clicking the button "Order now"), the customer places a binding order for the items previously selected and contained in the basket. The purchase contract is formed, when the seller accepts this order by sending an order confirmation by e-mail immediately after receipt of the order.

(3) The text of the contract will be saved by the seller and transmitted to the customer in text form (e.g. e-mail or letter) together with these General Terms and Conditions after the customer has placed the order. Beyond that the text of the contract will not be made available by the seller.

(4) Before submitting a binding order via the online order form, the customer can correct his entries on an ongoing basis by using the correction facilities that are provided for this purpose and explained during the ordering process. In addition, all entries are displayed again

in a confirmation window before the binding submission of the order and can also be corrected there using the correction facilities that are provided for this purpose.

(5) Languages available for concluding the contract are German and English.

4. Right of Withdrawal

(1) As a consumer, you are entitled to a right of revocation in accordance with the statutory provisions.

(2) Further information on the right of withdrawal can be found in the seller's withdrawal policy.

5. Prices and Terms of Payment

(1) The prices listed in the online shop at the time of the order apply. The prices stated are total prices (final prices) plus the delivery and shipping costs listed in each case. Value added tax is not shown, as the seller is a small business within the meaning of §19 UStG (German Value Added Tax Act).

(2) The customer will be informed about the payment options in the seller's online shop.

(3) If payment in advance by bank transfer has been agreed, payment is due immediately after conclusion of the contract, unless the parties have agreed on a later due date.

(4) Choosing the payment method "PayPal", the payment will be processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal terms and conditions of use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. This requires, among other things, that the customer registers with PayPal first or is already registered.

(5) In cooperation with Klarna AB (www.klarna.de), Sveavägen 46, Stockholm, Sweden, we offer purchasing on account and financing as a payment option. Please note that Klarna Invoice and Klarna Instalment Purchase are only available to consumers and that payment must be made to Klarna in each case.

Klarna account

When buying on account with Klarna, you always receive the goods first and you always have a payment period of 14 days. The complete terms and conditions for purchasing on account can be found at https://cdn.klarna.com/1.0/shared/content/legal/terms/K908259/de_de/invoice?fee=0.

Klarna instalment

With the Klarna financing service, you can pay for your purchase flexibly in monthly instalments of at least 1/24 of the total amount (but at least €6.95). For more information on Klarna Instalment Purchase, including the General Terms and Conditions and the European Standard Information for Consumer Credit, please visit https://cdn.klarna.com/1.0/shared/content/legal/terms/K908259/de_de/account.

6. Delivery and Shipping Conditions

(1) Deliveries are only possible to delivery addresses in Germany.

(2) Delivery is made within 3-5 working days with Hermes. We will indicate any deviating delivery times on the respective product page. If you choose payment in advance, we will deliver the goods after receipt of payment.

(3) The delivery of goods is carried out by shipping to the delivery address specified by the customer, unless otherwise agreed. The delivery address specified in the order processing in the online shop shall be decisive for the processing of the transaction.

(3) If the delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result. This does not apply with regard to the costs for the return shipment if the customer effectively exercises his right of withdrawal. In the event of an effective exercise of the right of withdrawal by the customer, the provisions of the seller's withdrawal instructions shall apply to the costs of returning the goods.

7. Retention of Title

The goods shall remain property of the seller until full payment is made.

8. Liability for Defects

(1) If the purchased goods are defective, the provisions of the statutory liability for defects shall apply.

(2) If the goods are delivered with obvious damage caused during delivery, the customer is requested to report the defect to the carrier and to inform the seller of this. Failure to make a complaint or to make contact to the seller does not in any way affect the customer's legal rights or the enforcement of such rights, notably warranty rights.

9. Data Protection

(1) We treat the customer's personal data confidential and in accordance with the statutory data protection regulations. The customer's data will not be passed on without the customer's explicit consent or only within the scope of the necessary processing of the contract, for example to the companies entrusted with the delivery of the goods.

(2) Further information on data protection can be found in the seller's data protection declaration.

10. Final Provisions

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods, insofar as this choice of law does not result in a consumer being deprived of the protection granted by mandatory provisions of the law of the country in which the consumer has his habitual residence.

11. Online dispute resolution / consumer arbitration

(1) The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>.

This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

(2) The seller is neither willing nor obligated to participate in a dispute resolution procedure before a consumer arbitration board / dispute resolution body.

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 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 (Elena Leinmüller, Uhlandstr. 4a, 85521 Ottobrunn, Phone: +49 89 67804664, Email: information@leinpur.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. You can download our template withdrawal form.

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 14 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 14 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 14 days has expired.

You will have to bear the direct cost of returning the goods, unless the delivered goods do not correspond to the ordered 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.

Model Withdrawal Form

Complete and return this form only if you wish to withdraw from the contract. Please return to:

Elena Leinmüller
Uhlandstr. 4A
85521 Ottobrunn
Germany

E-Mail: information@leinpur.com

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