

# General Terms and Conditions with Customer Information

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### 1) Scope

**1.1** These General Terms and Conditions (hereinafter "GTC") of Ante Lukac, trading as "Chilla Shop" (hereinafter "Seller"), apply to all contracts for the delivery of goods that a consumer or entrepreneur (hereinafter "Customer") concludes with the Seller regarding the goods presented by the Seller in their online shop. The inclusion of the Customer's own terms and conditions is hereby objected to, unless agreed otherwise.

**1.2** A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their self-employed professional activity.

**1.3** An entrepreneur within the meaning of these GTC is a natural or legal person or a legally responsible partnership that, when concluding a legal transaction, acts in the exercise of its commercial or self-employed professional activity.

### 2) Conclusion of Contract

**2.1** The product descriptions contained in the Seller's online shop do not constitute binding offers by the Seller but are intended to submit a binding offer by the Customer.

**2.2** The Customer can submit the offer via the online order form integrated into the Seller's online shop. In doing so, the Customer, after placing the selected goods in the virtual shopping cart and completing the electronic ordering process, submits a legally binding contractual offer in relation to the goods contained in the shopping cart by clicking the button that concludes the ordering process.

**2.3** The Seller can accept the Customer's offer within five days by:

- sending a written order confirmation or a confirmation in text form (fax or email) to the Customer, with the receipt of the order confirmation at the Customer being decisive, or
- delivering the ordered goods to the Customer, with the receipt of the goods by the Customer being decisive, or
- requesting payment from the Customer after the Customer has placed the order.

If several of the above alternatives are present, the contract is concluded at the time when one of the above alternatives occurs first. The period for accepting the offer begins on the day after the Customer sends the offer and ends with the expiration of the fifth day following the sending of the offer. If the Seller does not accept the Customer's offer within the aforementioned period, this is deemed a rejection of the offer, with the consequence that the Customer is no longer bound by their declaration of intent.

**2.4** When selecting a payment method offered by PayPal, the payment processing is carried out by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal"), subject to PayPal's terms of use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the Customer does not have a PayPal account - subject to the terms for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the Customer pays using a payment method offered by PayPal that is selectable during the online ordering process, the Seller hereby accepts the Customer's offer at the moment when the Customer clicks the button that concludes the ordering process.

**2.5** When selecting the "Amazon Payments" payment method, the payment processing is carried out by the payment service provider Amazon Payments Europe S.C.A., 38 avenue John F. Kennedy, L-1855 Luxembourg (hereinafter "Amazon"), subject to the Amazon Payments Europe User Agreement, available at <https://payments.amazon.de/help/201751590>. If the Customer selects "Amazon Payments" as the payment method during the online ordering process, the Customer also gives Amazon a payment order by clicking the button that concludes the ordering process. In this case, the Seller hereby accepts the Customer's offer at the moment when the Customer triggers the payment process by clicking the button that concludes the ordering process.

**2.6** When submitting an offer through the Seller's online order form, the contract text is stored by the Seller after the contract is concluded. After the Customer's order is sent, the contract text is transmitted to the Customer in text form (e.g., email, fax, or letter). The Seller does not provide any further access to the contract text. However, if the Customer has set up a user account on the Seller's online shop before sending their order, the order data will be archived on

the Seller's website and can be freely accessed by the Customer through their password-protected user account by providing the corresponding login credentials.

**2.7** Before the Customer submits a binding order via the Seller's online order form, they can identify potential input errors by carefully reading the information displayed on the screen. An effective technical means for better recognizing input errors may be to use the browser's zoom function, which enlarges the display on the screen. The Customer can correct their entries during the electronic ordering process using the standard keyboard and mouse functions until they click the button that concludes the ordering process.

**2.8** The contract can be concluded in both the German and English languages.

**2.9** Order processing and communication typically occur via email and automated order processing. The Customer must ensure that the email address provided by them for order processing is accurate, so that emails sent by the Seller can be received at that address. In particular, when using spam filters, the Customer must ensure that all emails sent by the Seller or third parties engaged by the Seller for order processing can be delivered.

### **3) Right of Withdrawal**

**3.1** Consumers generally have a right of withdrawal.

**3.2** Further information on the right of withdrawal can be found in the Seller's cancellation policy.

### **4) Prices and Payment Conditions**

**4.1** Unless otherwise stated in the Seller's product description, the prices quoted are total prices that include the legal value-added tax. Any additional delivery and shipping costs will be indicated separately in the respective product description.

**4.2** The payment option(s) will be communicated to the Customer in the Seller's online shop.

**4.3** If the Customer chooses a payment method offered through the "PayPal" payment service, payment processing will be handled by PayPal, which may also use the services of third-party payment service providers for this purpose. If the Seller offers payment methods through PayPal where the Seller provides services to the Customer in advance (e.g., invoice purchase or installment payments), the Seller assigns their payment claim to PayPal or to the payment service provider designated by PayPal and specifically named by the Customer. Before

accepting the assignment declaration from the Seller, PayPal or the payment service provider designated by PayPal conducts a credit check using the Customer's provided data. The Seller reserves the right to refuse the selected payment method to the Customer in case of a negative credit check result. If the selected payment method is approved, the Customer must pay the invoice amount within the agreed payment deadline or in the agreed payment intervals. In this case, the Customer can only make payments to PayPal or the payment service provider appointed by PayPal, which will discharge the Customer from their debt. However, in the event of the assignment of claims, the Seller remains responsible for general customer inquiries, such as those related to products, delivery times, shipping, returns, complaints, withdrawal statements, and refunds.

**4.4** If the Customer selects a payment method offered through the "mollie" payment service, payment processing will be handled by the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, Netherlands (hereinafter "mollie"). The specific payment methods offered through mollie will be communicated to the Customer in the Seller's online shop. mollie may use additional payment services for payment processing, for which special payment conditions may apply, and the Customer will be notified separately. Further information about "mollie" can be found on the internet at <https://www.mollie.com/de/>.

**4.5** If the Customer selects a payment method offered through the "Stripe" payment service, payment processing will be handled by the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter "Stripe"). The specific payment methods offered through Stripe will be communicated to the Customer in the Seller's online shop. Stripe may use additional payment services for payment processing, for which special payment conditions may apply, and the Customer will be notified separately. Further information about Stripe can be found on the internet at <https://stripe.com/de>.

**4.6** If the payment method "Credit Card via Stripe" is selected, the invoice amount becomes due and payable immediately upon conclusion of the contract. Payment processing is carried out by the payment service provider Stripe Payments Europe Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter "Stripe"). Stripe reserves the right to conduct a credit check and may decline this payment method in case of a negative credit check.

## **5) Delivery and Shipping Conditions**

**5.1** If the Seller offers shipping of the goods, delivery will take place within the delivery area specified by the Seller to the delivery address provided by the Customer, unless otherwise agreed. The delivery address provided in the Seller's order processing is decisive for the transaction. However, in the case of selecting the PayPal payment method, the delivery address provided by the Customer to PayPal at the time of payment will be decisive.

**5.2** If the delivery of the goods fails due to reasons attributable to the Customer, the Customer shall bear the reasonable costs incurred by the Seller as a result. This applies with regard to the costs of the initial shipment, except when the Customer effectively exercises their right of withdrawal. In the case of effective exercise of the right of withdrawal by the Customer, the regulations made in this regard in the Seller's cancellation policy shall apply to the return shipping costs.

**5.3** If the Customer is acting as a business (Unternehmer), the risk of accidental loss and deterioration of the sold goods passes to the Customer as soon as the Seller has delivered the item to the carrier, freight forwarder, or any other person or entity designated to carry out the shipment. If the Customer is acting as a consumer (Verbraucher), the risk of accidental loss and deterioration of the sold goods generally only passes to the Customer or an authorized recipient upon delivery of the goods. However, in deviation from this, if the Customer is a consumer and has instructed the carrier, freight forwarder, or any other person or entity designated for shipment, and the Seller has not previously named that person or entity to the Customer, the risk of accidental loss and deterioration of the sold goods already passes to the Customer as soon as the Seller has delivered the item to the carrier, freight forwarder, or other designated person or entity.

**5.4** The Seller reserves the right to withdraw from the contract in case of incorrect or improper self-supply. This only applies if the non-delivery is not the fault of the Seller and the Seller has concluded a specific cover transaction with the supplier with due care. The Seller will make every reasonable effort to obtain the goods. In the event of unavailability or only partial availability of the goods, the Customer will be informed immediately, and any consideration already received will be refunded promptly.

**5.5** Self-pickup is not possible for logistical reasons.

## **6) Retention of Title**

If the Seller provides advance deliveries, the Seller retains ownership of the delivered goods until full payment of the purchase price owed.

## **7) Warranty (Guarantee)**

**7.1** Unless otherwise stated in the following provisions, the statutory warranty regulations apply. In deviation from this, for contracts for the delivery of goods:

**7.2** If the Customer is acting as a business (Unternehmer):

- The Seller has the choice of the type of subsequent performance.
- For new goods, the limitation period for defects is one year from the delivery of the goods.
- For used goods, the rights and claims for defects are excluded.
- The limitation period does not start anew if a replacement delivery is made within the scope of the warranty for defects.

**7.3** If the Customer is a consumer and the contract concerns the delivery of used goods, the following provision applies with the restriction in the subsequent clause: The limitation period for warranty claims is one year from the delivery of the goods, provided that this has been expressly and separately agreed upon between the parties and the Customer has been informed of the shortened limitation period before submitting their contract declaration.

**7.4** The limitations of liability and reduction of time limits specified above do not apply:

- to claims for damages and reimbursement of expenses by the Customer,
- in case the Seller has fraudulently concealed the defect,
- to goods that have been used in accordance with their usual purpose for a building and have caused its defectiveness,
- to any existing obligation of the Seller to provide updates for digital products in contracts for the delivery of goods with digital elements.

**7.5** In addition, for businesses, the statutory limitation periods for any statutory claims for recourse shall remain unaffected.

**7.6** If the Customer is a merchant within the meaning of § 1 of the German Commercial Code (HGB), the Customer's obligation to inspect and give notice of defects as per § 377 HGB (German Commercial Code) applies. If the Customer fails to comply with the notification obligations specified there, the goods shall be deemed approved.

**7.7** If the Customer is a consumer, the Customer is requested to report any obvious transport damage to the Seller and to the carrier and inform the Seller accordingly. Failure to do so will not affect the Customer's statutory or contractual warranty claims.

## **8) Applicable Law**

For all legal relationships between the parties, the laws of the Federal Republic of Germany shall apply, excluding the laws governing the international sale of movable goods. This choice of law only applies to consumers to the extent that it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

## **9) Alternative Dispute Resolution**

**9.1** The European Commission provides a platform for online dispute resolution, which can be accessed at the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a point of entry for the out-of-court resolution of disputes arising from online purchase or service contracts in which a consumer is involved.

**9.2** The Seller is neither obligated nor willing to participate in a dispute resolution procedure before a consumer arbitration board.