

General Business Conditions of Sévigné Goldschmiede GmbH

1. General Provisions

- (1) These General Business Conditions shall apply to any and all contracts, deliveries and other services concluded, provided or rendered by Sévigné GmbH, Managing director: Jonas Fink, Promenadeplatz 10, 80333 München (hereinafter referred to as the “Seller”) vis-à-vis its customers (hereinafter referred to as “Customers”) regarding the sale of goods via the online shop at www.sevigne.de/shop as well as all sub-domains belonging to the domains. Any provisions laid down by Customers that deviate from these General Business Conditions shall not apply, unless their applicability has been confirmed in writing by the Seller.
- (2) The business relations between the Seller and the Customers are subject to the laws of the Federal Republic of Germany. In the case of consumers, this choice of law shall apply only insofar as the protection granted is not withdrawn by mandatory provisions of the laws of the state in which the consumer has its general place of abode. The applicability of the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is excluded.
- (3) Individual arrangements (including collateral agreements, supplements and amendments) made between the Seller and the Customer shall always take precedence over these General business conditions.
- (4) The contractual language is German and English. The authoritative text shall be the one drawn up in the German language.
- (5) In the online shop, the Customer can call up and print out the order overview and the general business conditions. In addition, the text of the contract is saved by the Seller after the contract has been concluded in the online shop, but is not accessible to the Customers. However, the Customer can save or print the contract text immediately after sending the order.
- (6) Place of jurisdiction shall be Munich, if the Customer is a merchant or a legal person under public law or a public-law special fund. The same shall apply, if a Customer does not have a general place of jurisdiction in Germany or the place of residence or customary place of abode are unknown at the time of bringing the action.
- (7) Customers who are consumers have the option of using an alternative dispute resolution system. The following link of the EU Commission (also called OS platform) contains information on online dispute resolution and serves as a central point of contact for out-of-court settlement of disputes arising from online sales contracts: <http://ec.europa.eu/consumers/odr>.
- (8) Duty to provide information pursuant to the Consumer Dispute Settlement Act (sec. 36 VSBG): The Seller is neither willing nor obliged to participate in further dispute settlement proceedings before a consumer arbitration board.

2. Subject Matters and Conclusion of Contracts

- (1) The Seller offers Customers high-quality jewellery for purchase in its online shop. The Seller's offers are directed exclusively at Customers in the European Union.
- (2) Prices quoted in the online shop do not constitute an offer within the meaning of the law, but an invitation to submit an offer (invitatio ad offerendum). Prior to submitting a binding order in the online shop by clicking the button "zahlungspflichtig bestellen", the Customer is able to continuously correct all inputs by means of the customary touch screen, keyboard and mouse functions. In addition, all inputs are displayed again in a confirmation window prior to the submission of the binding order and can be corrected there again by means of the customary keyboard and mouse functions or touch screen.
- (3) The purchase contract is concluded in the online shop as follows:
 - a) If a Customer has chosen the payment method "PayPal" or "PayPal Express", the purchase contract comes into effect at the time of confirmation of the payment order to PayPal.
 - b) If a Customer has chosen the payment method "credit card", the contract is concluded at the time of the credit card debit.
 - c) In all other cases, the purchase contract is concluded upon acceptance of the Customer's order by the Seller. The Seller is entitled to accept the offer that has been submitted in the form of the order within 2 days by dispatching an order confirmation.

Receipt and acceptance of the order will be confirmed by email to the Customer.

- (4) Together with the confirmation of the order, the Seller will send the Customer the text of the contract as well as these General Business Conditions and the Information on the Right to Return purchased Goods.
- (5) In addition, a Customer has the possibility to ask the Seller by telephone, e-mail, fax or letter about a specific item. After receipt of the enquiry, the Seller will make an offer to the Customer by email, telefax or letter. A contract is concluded only, when the Customer accepts this offer.

3. Prices, VAT and Payment

- (1) The prices that have been agreed in the online shop upon apply. Prices include VAT at the relevant legal rate.
- (2) The Seller makes delivery to the Customer against advance payment (PayPal, Pay Pal Express, credit card), unless otherwise agreed in the individual case.
- (3) Payment is due at the latest one week after conclusion of the contract.
- (4) For the "PayPal" resp. "PayPal Express" payment method, payment is 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 of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.

- (5) If a Customer defaults on its payment obligations, the Seller is entitled to demand damages in accordance with the statutory provisions.
- (6) The Seller will always issue an invoice to the Customer, which is handed over to the Customer upon delivery of the goods or otherwise sent to him/her in written form.

4. Delivery and Passing of the Risk

- (1) The ordered goods are delivered to the address specified by the Customer, unless otherwise contractually agreed upon. Delivery shall be made exclusively to addresses in the countries specified in Section 2 (1) of these General Business Conditions. Delivery is made from the Seller's warehouse. Dispatch is free of charge.
- (2) The availability of the individual goods is indicated in the article descriptions. For goods in stock, the delivery period shall be 7 calendar days from the conclusion of the contract, unless otherwise stated in the item description, in the case of advance payment, within 7 calendar days after payment order by the Customer. For goods not in stock, the delivery time is 4-6 weeks from conclusion of contract, unless otherwise stated in the item description.
- (3) The Seller reserves the right to release himself from the obligation to fulfil the contract if the goods are to be delivered by a supplier on the day of delivery and delivery is not made in whole or in part. This self-delivery reservation shall only apply if the Seller is not responsible for the failure to deliver. The Seller shall not be responsible for the failure to perform if a so-called congruent covering transaction was concluded in good time with the supplier in order to fulfil the contractual obligations. If the goods are not delivered, the Seller will inform the Customer immediately about this circumstance and refund an already paid purchase price as well as shipping costs.
- (4) The Seller reserves the right to make partial delivery, if this is considered expedient for prompt delivery and partial delivery is not exceptionally unreasonable for the Customer. Additional costs resulting from partial deliveries will not be charged to the Customer.
- (5) The risk of accidental perishing and of accidental deterioration of the goods passes to the Customer when the goods are handed over to the Customer. If the Customer is an entrepreneur, the risk of accidental perishing and accidental deterioration of the goods and the risk of delay shall, in the case of a sale by delivery to a place other than the place of performance ("Versendungskauf"), pass already at the time of delivery of the goods to the forwarding agent, the freight carrier or the person otherwise entrusted with the performance of the dispatch.

5. Retention of Title, Right of Retention

- (1) The delivered goods remain the property of the Seller until any and all claims under the contract have been performed in full; in the event that the Customer is a legal person under public law, a public-law special fund or an entrepreneur who exercises its commercial or self-employed professional activity, including additional claims from the current business relationship, until settlement of any and all claims to which the Seller is entitled in connection with the contract.

- (2) The Customer shall only be entitled set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by the Seller. In the event of defects in the delivery, the Customer's counter rights shall remain unaffected, in particular his right to retain a reasonable part of the purchase price in proportion to the defect. In addition, the Customer shall be entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

6. Liability for material Defects and Defects of Title, Handling of Damage during Transport

- (1) The Seller shall be liable for material defects and defects of title in accordance with the statutory provisions.
- (2) The goods offered in the online shop are presented clearly and largely in accordance with reality. However, the Seller is not in a position to guarantee complete conformity with reality for the pictures and colours which the Customer sees on his screen, also due to different screen, graphic and/or printer settings. The respective product description is decisive for the agreement of the quality.
- (3) Over and above the liability for material defects and defects of title, the Seller shall be liable without limitation, if the damage has been caused intentionally or by gross negligence. It shall also be liable for negligent violation of material contractual obligations (obligations whose violation jeopardises the attainment of the purpose of the contract) as well as for the violation of essential obligations ("Kardinalpflichten") (obligations, whose performance will enable the due and proper performance of the contract in the first place and on whose performance the Customer usually relies), in each case however only for the foreseeable damage that is typical for this type of contract. The Seller shall not be liable for the negligent violation of obligations other than those mentioned above.
- (4) The limitations of liability specified in the preceding paragraph do not apply in the case of death, bodily injury or damage to health, any deficiency occurring after the assumption of warranty for the characteristics of the product and in the case of defects that have been fraudulently concealed. Liability in accordance with the German Product Liability Act ("Produkthaftungsgesetz") shall remain unaffected.
- (5) If liability of the Seller is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

7. To observe in case of transport damage

- (1) If goods are delivered with obvious damage to packaging or contents, the Customer should, its warranty rights defined above notwithstanding, immediately lodge a complaint with the forwarding agent/delivery service and contact the Seller without delay by email or any other method (telefax/letter) to enable the Seller to assert any rights vis-à-vis the forwarding agent/delivery service.
- (2) Hidden defects shall be reported by the Customer to the Seller - also without prejudice to any warranty rights - after discovery so that any warranty claims against third parties can be safeguarded.

8. Data Protection

The Seller collects, processes and uses personal data in accordance with its data protection declaration and the statutory provisions on data protection.

Last amended on May 2019