

General Terms and Conditions

Table of Contents

1. Scope of Application
2. Conclusion of the Contract
3. Right to Cancel
4. Prices and Payment Conditions
5. Shipment and Delivery Conditions
6. Granting Rights of Use for Digital Content
7. Reservation of Proprietary Rights
8. Warranty
9. Redemption of Campaign Vouchers
10. Applicable Law
11. Alternative dispute resolution

1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company Mariya Muschard Mamu Design (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 These GTC apply accordingly to the supply of digital content, unless expressly agreed otherwise. Digital content within the meaning of these GTC is data that is created and provided in digital form.

1.3 For contracts regarding the delivery of vouchers, these GTC shall apply accordingly, unless expressly agreed otherwise.

1.4 A consumer pursuant to these GTC is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity.

1.5 A trader pursuant to these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers

on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the Seller by e-mail, fax, per online contact form, postal service or telephone.

2.3 The Seller may accept the Client's offer within five days,
- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 When submitting an offer via the Seller's online order form, the text of the contract is stored by the Seller after the contract has been concluded and transmitted to the Client in text form (e.g. e-mail, fax or letter) after the order has been sent. The Seller shall not make the contract text accessible beyond this. If the Client has set up a user account in the Seller's online shop prior to sending his order, the order data shall be stored on the Seller's website and can be accessed by the Client free of charge via his password-protected user account by specifying the corresponding login data.

2.5 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors. The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.6 The German and the English language are exclusively available for the conclusion of the contract.

2.7 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. In particular, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller

with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed information about the right to cancel are provided in the Seller's instruction on cancellation.

3.3 The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract und whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop .

4.3 In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

4.4 If prepayment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have arranged a later maturity date

5) Shipment and Delivery Conditions

5.1 If the Seller offers to ship the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Client unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

5.3 Should the Client collect the goods himself, the Seller informs the Client by e-mail

that the goods are available for collection. After receiving the e-mail, the Client may collect the goods in consultation with the Seller at the Seller's place of business. In this case shipment costs will not be charged.

5.4 Digital content will be provided to the Client exclusively in electronic form as follows:

- by e-mail
- via download

5.5 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client and grant him immediately counterperformance.

6) Granting Rights of Use for Digital Content

6.1 Unless otherwise stipulated in the description of contents displayed in the Seller's online shop, the Seller grants the client the non-exclusive right, unlimited in relation to place and time, to use the contents supplied for private and professional purposes.

6.2 The transmission of content to third parties or the production of copies to third parties in a way not covered by the GTC is prohibited, unless the Seller has consented to the transfer of the contractual license to third parties.

6.3 The granting of rights shall become effective only when the Client has fully paid the contractually owed remuneration. The Seller may also grant provisional permission to use the contractual content before this date. Such provisional authorization does not constitute a transfer of rights.

7) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

8) Warranty

8.1 Unless otherwise stipulated, the provisions of the statutory liability for defects shall apply. Deviating therefrom, the following shall apply to contracts for the delivery of goods:

8.2 If the Client acts as trader

- the Seller may choose the type of subsequent performance,
- for new goods, the limitation period for claims for defects shall be one year from delivery of the goods,

- for used goods, the rights and claims for defects are excluded,
- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

8.3 The above-mentioned limitations of liability and shortening of the period of limitation do not apply

- to claims for damages and reimbursement of expenses of the Client,
- if the Seller has fraudulently concealed the defect,
- for goods which have been used in accordance with their customary use for a building and which have caused its defectiveness,
- for any existing obligation of the Seller to provide updates for digital products with respect to contracts for the supply of goods with digital elements.

8.4 Furthermore, for traders, the statutory limitation periods for any statutory right of recourse that may exist shall remain unaffected.

8.5 If the Client is a businessperson pursuant to section 1 of the German Commercial Code (HGB) he has the commercial duty to examine the goods and notify the Seller of defects pursuant to section 377 HGB. Should the Client neglect the obligations of disclosure specified therein, the goods shall be deemed approved.

8.6 If the Client acts as a consumer, the forwarding agent has to be immediately notified of any obvious transport damages and the Seller has to be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

9) Redemption of Campaign Vouchers

9.1 Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can only be redeemed in the Seller's online shop and only within the indicated time period.

9.2 Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

9.3 Campaign vouchers can only be redeemed by consumers.

9.4 Only one campaign voucher can be redeemed per order.

9.5 The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

9.6 If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

9.7 The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

9.8 The campaign voucher will not be redeemed if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

9.9 Campaign vouchers are only intended for the use of the person designated on the voucher. Transferring the campaign voucher to a third party is not permitted. The Seller is entitled but not obliged to check the entitlement of the respective voucher owner.

10) Applicable Law

10.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

10.2 With regard to the statutory right of cancellation, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time of the conclusion of the contract and whose sole place of residence and delivery address are outside the European Union at the time of the conclusion of the contract.

11) Alternative dispute resolution

11.1 The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

11.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.