



General terms and conditions

1. Scope of application, contract language, storage of the contract text

- 1.1. These General Terms and Conditions apply for all contracts concluded through our shop between us,

Marta Herford gGmbH
Goebenstraße 2-10
32052 Herford
E-Mail: shop@marta-herford.de
Fax: +49-5221-994430-23
Tel: +49-5221-994430-0

and you as our customer. We do not accept deviating terms and conditions of the customer. This also applies when we do not explicitly disagree with the inclusion of such terms and conditions.

2. Conclusion of a contract

- 2.1. In general, the articles in our shop can only be purchased on site.

In exceptional cases, however, it is also possible to purchase articles by e-mail. For this purpose you can send an e-mail to the e-mail address shop@marta-herford.de or use our contact form and tell us which article or articles you would like to order. With your e-mail you are making a binding offer to conclude a purchase agreement for the cited products. We will answer you by e-mail and either accept or reject the offer as applicable, for example if the goods are out of stock.

- 2.2. The representation of the articles in our shop and on our website does not constitute a legally binding offer to conclude a purchase agreement by us, but rather an invitation to order such articles.
- 2.3. After making your order in our online shop you will receive a confirmation e-mail. This does not constitute a confirmation of the contract by us. The contract is accepted in a separate e-mail or by sending the goods, whereby the acceptance is made within five days of your placing your order.

3. Right of cancellation

- 3.1. Consumers who purchase articles in our shop by e-mail have the following right of cancellation:

Cancelation policy

Right of cancellation

You can cancel this contract within fourteen days without giving any reasons for doing so.

The cancellation deadline is fourteen days as of the day on which you or a third party named by you who is not the transporter took possession of the goods. In order to exercise your right of cancellation, you must inform us (Marta Herford gGmbH, Goebenstraße 2–10, 32052 Herford, e-mail: shop@marta-herford.de, Fax: +49-5221-994430-23, Tel: +49-5221-994430-0) with a clear declaration (e.g. by letter, fax or e-mail) of your decision to cancel this contract. You can use the attached standard cancellation form for this purpose, but this is not obligatory.

To comply with the cancellation deadline, it is sufficient that you send the notification that you wish to exercise your right of cancellation before the deadline expires.

Consequences of cancellation

If you have cancelled this contract we shall refund to you all payments that we received from you, including the delivery costs (with the exception of the additional costs incurred because you chose a different type of delivery to the cheapest standard delivery offered by us) immediately and at the latest within fourteen days as of the day on which we received the notification that you wish to cancel this contract. For this refund we will use the same mode of payment that you used for the original transaction unless something else has been expressly agreed with you. Under no circumstances will you be charged for this refund. We can refuse to refund the money until we have received the goods or until you have verified that you have returned the goods, whatever comes first.

You must send or give back the goods to us immediately and at the very latest within fourteen days of the day on which you notified us of the cancellation of this contract. The deadline is observed if you send the goods before the deadline of fourteen days expires. You shall bear the direct costs for the return of the goods.

You are only liable for any loss in value of the goods if this loss in value is due to unnecessary use of the goods by you beyond examining the quality, properties and function of the goods.

Standard cancellation form

(If you wish to cancel the contract, then please complete this form and send it back to us.)

- To Marta Herford gGmbH, Goebenstraße 2-10, 32052 Herford, e-mail: shop@marta-herford.de, Fax: +49-5221-994430-23:
- I/we (*) hereby cancel the contract concluded by me/us for the purchase of the following goods / the provision of the following services (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notification on paper)
- Date

(*) Cross out as applicable.

3.2. There is no right of cancellation for contracts

- for the delivery of audio or video recordings or computer software in a sealed pack if the seal is broken after delivery
- for the delivery of newspapers, or magazines with the exception of subscription contracts
- for the delivery of goods that are not readymade and whose production requires an individual selection or determination by the consumer or which are obviously tailored to the personal needs of the consumer.

4. Terms and conditions of delivery

- 4.1. We deliver internationally. Delivery is made by DHL or UPS.
- 4.2. We are entitled to make part-deliveries within reason.
- 4.3. Delivery time is 5 - 7 days.
- 4.4. In the unlikely event that a purchased article is not in stock, we shall inform you immediately and give you an estimated delivery date or suggest the delivery of a similar article. If the delivery date does not suit you, or if you do not want the delivery of a similar article, the purchase will be cancelled and we will immediately refund you any payments you have already made.

5. Prices and dispatch costs

- 5.1. All of the stated prices in our shop are gross prices including the statutory value-added tax and not including any dispatch costs for orders by e-mail.
- 5.2. Within Germany, the dispatch costs up to 2 kg are 6 Euro, up to 10 kg 10 Euro. You will be informed of the exact dispatch costs by e-mail. You can also enquire about this in advance by e-mail or telephone.

6. Terms and conditions of payment and mode of payment

- 6.1. For orders by e-mail you have to pay in advance. We will send you an e-mail with an invoice stating the account number to which the amount has to be transferred.
- 6.2. You are not entitled to offset amounts against our claims, unless your counter-claims are legally effective or undisputed. You are also entitled to offset amounts against our claims if you assert complaints or counterclaims from the same contract.

7. Retention of ownership

The purchased goods remain our property until full payment of the purchase price has been made.

8. Warranty

Your statutory warranty rights remain unaffected. For all defects arising during the statutory warranty period of two years as of delivery of the goods you have, in particular, the legal right to a remedy (optionally: repair or replacement) and – under the corresponding legal conditions – the statutory rights for cost reduction or withdrawal as well as compensation for damages.

9. Data privacy

In processing orders we work with various companies who are responsible for example for logistics. We always make sure that our partners comply with the data privacy regulations.

10. Plattform for online dispute resolution

10.1. The EU Commission provides a platform for online dispute resolution on the internet at the following link: <http://ec.europa.eu/consumers/odr>

This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

10.2. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

11. Final provisions

This contract is subject to the law of the Federal Republic of Germany with excusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer and have your permanent residence at the time of concluding the contract in a different country, the application of the mandatory legal regulations of this country remains unaffected by the choice of law cited in sentence one.