General Terms and Conditions

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1) Scope of Application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of the company Eida Alba de Schmidt
Ing.-Büro E. Alba de Schmidt (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 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.

1.3 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

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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, 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 If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at https://www.paypal.com/de/legalhub/paypal/useragreement-full?locale.x=en_DE or, if the Client does not have a PayPal account, subject to the Terms for payments without a PayPal account, available at https://www.paypal.com/de/legalhub/paypal/privacywax-full?locale.x=en_DE. If the Client pays by means of a method of payment offered by PayPal which can be selected in the online order process, the Seller hereby declares the acceptance of the Client's offer at the time when the Client clicks on the button concluding the order process.

2.5 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.

2.6 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.

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

2.8 Order processing and contacting usually takes place via e-mail and automated order

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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.

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.

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

4.5 If a payment method offered via the payment service "PayPal" is selected, the payment shall be processed via PayPal, whereby PayPal may also use the services of third-party payment service providers for this purpose. If the seller also offers payment methods via PayPal that involve advance payments to the client (e.g., purchase on account or payment by instalments), he shall assign his payment claim to PayPal or to the payment service provider commissioned by PayPal and specifically named to the client. Before accepting the seller's declaration of assignment, PayPal or the payment service provider commissioned by PayPal shall carry out a credit check using the transmitted client data. The seller reserves the right to refuse the client the selected payment method in the event of a negative check result. If the selected payment method is approved, the client must pay the invoice amount within the agreed payment period or in the agreed payment intervals. In this case, he can only make payment to PayPal or the payment service provider commissioned by PayPal with debt-discharging effect. However, even in the case of assignment of claims, the seller remains responsible for general customer enquiries, e.g., about the goods, delivery time, dispatch, returns, complaints, cancellation declarations and deliveries or credit notes..

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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. Deviating from this, if the payment method PayPal is selected, the delivery address deposited by the Client with PayPal at the time of payment shall be decisive.

5.2 If delivery of the goods fails for reasons attributable to the Client, the Client shall bear the reasonable costs incurred by the Seller as a result. This does not apply to the costs of the initial shipment if the Client effectively exercises their right of withdrawal. Regarding return shipping costs, the provisions set out in the Seller's instructions on the right of withdrawal shall apply if the Client effectively exercises that right.

5.3 If the Client acts as a trader, the risk of accidental loss or deterioration of the sold goods passes to the Client as soon as the Seller has handed the goods over to the freight forwarder, carrier, or other person or entity designated to carry out the shipment. If the Client acts as a consumer, the risk of accidental loss or deterioration of the sold goods generally passes to the Client only upon delivery of the goods to the Client or to a person authorized to receive them. By way of exception to this, even in the case of consumers, the risk of accidental loss or deterioration of the sold goods passes to the Client as soon as the Seller has handed the goods over to the freight forwarder, carrier, or other person or entity designated to carry out the shipment, provided that the Client commissioned said freight forwarder, carrier, or other person or entity to perform the shipment and the Seller had not previously named that person or entity to the Client.

5.4 If the customer is a consumer resident in Germany or a business, the seller reserves the right to withdraw from the contract in the event of incorrect or improper supply to the seller. However, this applies only if the seller is not responsible for the non-delivery and has, with due care, entered into a specific covering transaction with the supplier. The seller will make every reasonable effort to obtain the goods. In the event that the goods are unavailable or only partially available, the customer will be informed immediately and the payment will be refunded without delay.

5.5 Personal collection is not possible for logistical reasons.

6) 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.

7) Warranty

7.1 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:

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7.2 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.

7.3 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.

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

7.5 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.

7.6 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.

8) Liability

The Seller is liable to the Client for all contractual, quasi-contractual and legal, including tortious claims for damages and reimbursement of expenses as follows:

8.1 The Seller is liable without limitation for any legal reason

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, body or health,
- due to a guarantee promise, unless otherwise regulated in this regard,
- due to mandatory liability such as under the German Product Liability Act (Produkthaftungsgesetz).

8.2 If the Client is a consumer resident in Germany or a business, the following

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limitations of liability apply:

If the Seller negligently breaches an essential contractual obligation, his liability is limited to the foreseeable damage typical for this type of contract, unless he is liable without limitation in accordance with the preceding clause. Essential contractual obligations are obligations which the contract imposes on the Seller, by virtue of its content, in order to achieve the purpose of the contract; the fulfilment of which is essential for the proper performance of the contract; and on the observance of which the Client may reasonably rely. In all other respects, the Seller's liability is excluded, unless the Seller is liable without limitation in accordance with the preceding clause.

8.3 The above liability provisions also apply with regard to the liability of the Seller for his vicarious agents and legal representatives.

9) Redemption of Campaign Vouchers

Campaign vouchers must be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

10) Applicable Law

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.

11) Alternative dispute resolution

The Seller is not obliged to use ADR entities to resolve disputes with consumers, but he is ready for this.

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