

Terms and conditions

§1 General

Kreativhaus oHG is your contract partner for orders within the scope of this online offer (kreativhaus.de), represented by its owners: Alexander Braren and Christian Braren, Venusberg 12, 20459 Hamburg, Trade Registry (Handelsregister) Hamburg No.: HRA 109709, hereinafter referred to as "Kreativhaus" in the following terms and conditions.

The following General Terms and Conditions are the basis for all deliveries to the customer purchased through kreativhaus.de. These terms and conditions are applicable to all offers, sales, and agreements made between Kreativhaus and the customer and are accepted and remain valid throughout the duration of the business relationship. Deviating terms and conditions of customers cannot be recognized as a matter of principle, unless Kreativhaus approves an amendment to this clause in writing.

§2 Conclusion of Contract

(1) The "offers" found on kreativhaus.de represent a non-binding invitation for the customer to place an order with Kreativhaus.

(2) You have the option of concluding the contract of sale in German or English.

(3) By submitting a completed order form online on kreativhaus.de the customer submits a binding offer for the conclusion of a contract of purchase. On a summary page the customer will be given the opportunity to review and, if necessary, add or change the selection(s) made before finally submitting an order. The languages that are currently available during the order process are German and English. Kreativhaus will send the customer an email "Receipt of Order" after an order has been placed to confirm that it was received. The order will be reviewed to determine whether fulfillment is feasible. The "Receipt of Order" itself does not yet constitute the acceptance of the offer; Kreativhaus merely intends to confirm to the customer that the order was received.

The contract of purchase between Kreativhaus and the customer is concluded when (a) Kreativhaus sends another email which will serve as the "Order Confirmation" or when (b) Kreativhaus delivers the ordered goods.

(4) The conclusion of the contract shall depend on punctual and correct supply of the required materials to Kreativhaus from their own suppliers to fulfill the order. This condition does not apply in case of temporary inability to supply due to unforeseen incidents or if Kreativhaus can be held accountable for non-delivery, especially when Kreativhaus fails to execute a congruent hedging transaction. The customer will be informed about the unavailability of requested goods immediately. If goods were already paid for by the customer, a refund will be issued.

§3 Storage and Accessibility of the wording of the Contract

(1) These Terms and Conditions can also be found in our online shop at www.kreativhaus.de. You may print or save these Terms and Conditions by using the common functionality of your web browser (usually "File" -> "Save page as"). You may also download and save this document as a PDF file by [clicking here](#). To open the PDF file you need the free Adobe Reader software (Download at www.adobe.com) or comparable programs that are able to read the PDF format.

(2) Additionally you may archive the data of your order by downloading the Terms and Conditions and also saving the data of the last step during the checkout process with the help of your web browser. Alternatively you can just wait for the automatic "Receipt of Order" e-mail which we are sending you after you completed your order. The aforementioned e-mail also contains the complete data of your order and these Terms and Conditions. It can easily be printed or saved with your e-mail client software.

(3) Your order data is saved on our servers, but for security reasons it is not openly available. We offer a password protected area for each customer ("My Account"). After user account registration you are able to view data regarding your orders. Additionally you can view and edit your address information and your newsletter subscription status. You are obliged to store your personal login data in a safe place and make sure that no unauthorized third party gains access to that data.

§4 Price and Payment

(1) All Prices are valid for a single order only at the time of ordering; Follow-up orders are considered new orders.

(2) All prices are including the statutory 19% VAT and including shipping costs. For deliveries outside of Germany their might possibly be additional customs duties associated with the shipment. Further information regarding customs duties can be found at <http://www.kreativhaus.de/en/shipping-information-zahlung-und-versand>.

(3) All invoices shall be paid in full without any discounts using the payment options available in the order process.

§5 Delivery and Shipment

(1) The delivery times may be found on the respective product pages.

(2) Goods will be delivered within Germany and select European countries, listed at www.kreativhaus.de.

(3) Kreativhaus will choose the carrier to use for shipments. Delivery is free of charge for customers within the listed countries of delivery.

§6 Passing of Risk (applies only to commercial customers only)

The delivery of the goods shall be at the customer's risk. The risk is transferred to the customer with the handover of the goods to the transport company. This also applies if Kreativhaus has paid for the transport costs. Complaints resulting from transport damage (e.g. damaged packaging upon receipt of the goods) need to be reported immediately by the customer to the delivering transport company within the designated deadlines.

§7 Right of Cancellation of Contracts with consumers pursuant to § 13 BGB (German Civil Code)

(1) Right of Cancellation.

If you are a consumer within the meaning of § 13 of the German Civil Code [Bürgerliches Gesetzbuch, BGB], you may withdraw your contractual statement within fourteen days without stating a reason. The cancellation period is fourteen days from the day upon receipt of the goods by you or a third person elected by you, who is not the carrier itself.

To make use of your Right of Cancellation, you have to inform us (Kreativhaus) with a clear declaration (e.g. by letter, email or fax) about your decision to withdraw the contract. You can use the attached model form, which is optional.

The notice of cancellation must be sent to:

**Kreativhaus oHG
Venusberg 12
20459 Hamburg
Deutschland / Germany**

or by fax: +49 - 40 - 41 435 86 89

or by e-mail: kundenservice@kreativhaus.de

Consequences of cancellation:

In the case of an effective cancellation, we must return all your payments as well as any shipping costs (excluded any additional costs you explicitly asked for, instead of our cheapest standard) within fourteen days from the moment we received your wish of your cancellation of the contract. For the

back payment, we use the same way like you choose for your original payment, unless we agree on another way with you. No matter which way will be chosen, we won't charge additional costs for this. We can refuse the payment until we receive the goods back or until you gave us proof that the goods have been shipped, depending on which is the earliest moment. You have to send the goods back to us immediately or at least within fourteen days, from the day you informed us about your cancellation of the contract. It's legal if the goods are shipped within that fourteen days time span. You have to bear the direct costs for reshipment of packages. You have also to bear the direct costs for reshipment by a haulage company. The costs are to be a maximum of about 1000 EUR, due to our world wide operating, we can't tell exact costs in advance. We pickup the goods. You have only to pay for loss in value, if the loss is to be caused by unnecessary checks of quality, attributes or functionalit.

End of cancellation details.

(2) The law of cancellation is not applicable pursuant to § 312d Section 4 Clause 1 BGB for custom made goods based on customer specification or if specifically made to customer's needs. Kreativhaus oHG reserves the right for any exceptions to this rule and decisions are made on a case by case basis.

§8 Disclaimer of Warranties and Limitation of Liability

(1) Information, figures, drawings, technical data, specifications of weight, measurements and services, provided on our website kreativhaus.de, in brochures, catalogues, newsletters, ads or price lists are of informational nature only. Kreativhaus takes no responsibility for the accuracy of this information. The "Order Confirmation" shall be the only decisive information regarding type and scope of delivery.

(2) If there is a defect applicable under the implied warranty, the customer shall be entitled, in the context of legal provisions, to request supplementary performance, withdrawal from the contract or a reduction in purchase price.

(3) Kreativhaus will pay for cost of postage in case of return shipments due to defects.

(4) Due to the current state of technology, data communication through the Internet cannot be guaranteed to be free of defects or available at any time. Therefore, Kreativhaus shall not be liable for uninterrupted and continuous availability of the online offer.

(5) The warranty rights require that the customer, as a merchant, shall fulfill his or her duties to examine and give notice of defects pursuant to § 377 HGB (German Commercial Code).

(6) The period of limitation for claims under implied warranty for shipped goods is two (2) years and begins at the time the goods are received. If the customer is a business, the limitation period is one year.

§9 Technical and Design Deviations

(1) Kreativhaus explicitly reserves the right, when fulfilling the contractual agreement, to deviate from their website (kreativhaus.de), brochures, catalogues or any other written or electronical documents in their descriptions and information regarding material characteristics, weight, color, measurements, design or similar features as far as what is reasonable to the customer. A reasonable alteration may occur from commonly related trade fluctuation and technical manufacturing processes such as manual production (hand-made).

(2) Image appearance may vary depending on the output medium (e.g. printer or computer screen). Product images on kreativhaus.de may deviate from the original product, therefore are non-binding for a contractual agreement.

Samples may be sent to the customer upon request.

§10 Sample Delivery

Our sale, shipping, and payment terms apply to sample shipments as well.

If samples were sent and not returned within 14 days (or another period specified on the packing slip), the customer is obligated to compensate Kreativhaus for the lost value. Alterations made to the samples by the customer may result in an obligation for compensation of the lost value.

The customer is prohibited to lend the samples to a third-party without Kreativhaus' prior permission.

§11 Conditional Sale

(1) The goods remain the property of Kreativhaus up to the payment of any monies owed to Kreativhaus. If the customer is a merchant pursuant to the HGB (German Commercial Code), Kreativhaus remains owner of all shipment items upon receipt of all payments due resulting from the business relationship.

(2) The customer is obligated to handle the goods with care up to the transfer of ownership towards him.

§12 Special Conditions of Intra-Community Acquisition

Starting on 01.01.1993, customers from EC-Member States are obligated to compensate Kreativhaus for damages that may result in intra-community acquisitions due to tax offences of the customer based on false or incomplete information regarding their relevant taxation circumstances (e.g. due to providing a false Identification number).

§13 Place of Jurisdiction, Place of Fulfillment and Applicable Law

(1) Place of fulfillment for all shipments and services is the business location of Kreativhaus in Hamburg, Germany.

(2) As far as the customer is a merchant according to the Commercial Code of Germany (HGB) or a legal entity under public law, Hamburg is the place of jurisdiction. In this case, Kreativhaus is entitled to sue the customer at their residential court. The same applies if the customer does not have their place of jurisdiction in Germany, relocates his or her place of residence or habitual residence abroad after conclusion of the agreement, or their place of residence or habitual residence is unknown at the time of filing of an action.

(3) According to these terms and conditions, the agreement is exclusively subject to the law of the Federal Republic of Germany. The regulations of the UN-Purchase Law (UN-Kaufrechts) for contracts on International Sale of Goods are excluded. As far as the customer is a consumer pursuant to §13 BGB (German Civil Code) and is habitually resident in a foreign country, the mandatory regulations of that country remain unaffected.

(4) If individual provisions of these general terms and conditions are ineffective or oppose the legal provisions, the rest of the agreement remains unaffected.

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