



# General Terms and Conditions of Business

## 1. SCOPE OF APPLICATION

The following terms and conditions apply to all orders placed via our online shop. Our online shop is aimed exclusively at consumers.

A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his or her commercial nor to his or her independent professional activity. An entrepreneur 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 self-employed professional activity.

## 2. CONTRACTING PARTIES, CONCLUSION OF CONTRACT, CORRECTION OPTIONS

The purchase contract is concluded with Tour Made GmbH.

By placing the products in the online shop, we make a binding offer to conclude a contract for these articles. You can initially place our products in the shopping basket without obligation and correct your entries at any time before sending your binding order by using the correction aids provided and explained for this purpose in the order process. The contract is concluded when you accept the offer for the goods contained in the shopping basket by clicking on the order button. Immediately after sending the order, you will receive another confirmation by e-mail.

## 3. CONTRACTUAL LANGUAGE, STORAGE OF CONTRACTUAL TEXT

The language(s) available for the conclusion of the contract: German, English, French.

We store the text of the contract and send you the order data and our General Terms and Conditions in text form. You can view the text of the contract in our customer login.

## 4. DELIVERY CONDITIONS

Shipping costs may be incurred in addition to the stated product prices. You can find out more about any shipping costs in the offers.

In principle, you have the option of collecting the goods from Tour Made GmbH, Schneidkaul 27, 54518 Altrich, Germany during the following business hours: by telephone agreement 06571950052.

We do not deliver to packing stations.

## 5. PAYMENT

The following payment methods are available in our shop:

### Prepayment

If you choose payment in advance, we will send you our bank details in a separate e-mail and deliver the goods after receipt of payment.

### PayPal Plus

In cooperation with the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A, 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal") we offer you the following payment options as PayPal Services. Unless otherwise stipulated below, payment via PayPal Plus does not require registration with PayPal. You will find further information on the respective payment option and in the order process.

### PayPal

In order to pay the invoice amount via the PayPal payment option, you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction is carried out by PayPal immediately after the order has been placed.

### Credit card via PayPal

Your card will be charged by PayPal after the goods have been dispatched.

### Direct debit via PayPal

Payment by direct debit via PayPal requires an address and credit check and is made directly to PayPal. By confirming the payment instruction, you grant PayPal a direct debit mandate. PayPal will inform you about the date of the debit (so-called prenotification). The account will be debited before the goods are dispatched.

### Purchase on account via PayPal

The purchase on account via PayPal requires an address and creditworthiness check and is made directly to PayPal.

## Sofort by Klarna

In order to be able to pay the invoice amount via the payment service provider Sofort GmbH, Theresienhöhe 12, 80339 Munich, you must have a bank account activated for online banking, identify yourself accordingly and confirm the payment instruction. Your account will be debited immediately after placing the order. You will receive further instructions in the order process.

## Amazon Pay

In order to pay the invoice amount via the payment service provider Amazon Payments Europe S.C.A. 38 avenue J.F. Kennedy, L-1855 Luxembourg ("Amazon"), you must be registered with Amazon, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be executed within one banking day after the order is placed. A banking day is any working day except Saturdays, national public holidays and 24 and 31 December each year. You will receive further information in the order process.

## Klarna

In cooperation with the payment service provider Klarna Bank AB (publ.), Sveavägen 46, 111 34 Stockholm, Sweden ("Klarna") we offer you the following payment options. Payment via Klarna is only available to consumers. Unless otherwise stipulated below, payment via Klarna requires a successful address and credit check and is made directly to Klarna. You will find further information on the respective payment option and in the order process.

### Purchase on account via Klarna

The invoice amount is due 14 days after dispatch of the goods and receipt of the invoice.

### Klarna credit card

You enter your credit card details in the order process. Your card will be charged by Klarna immediately after placing the order. An address and creditworthiness check does not take place.

### Instalment purchase via Klarna

You can pay the invoice amount in monthly instalments of at least 1/24 of the total amount. The minimum instalment is 6.95 euros.

### Klarna direct debit

You give Klarna a SEPA direct debit mandate. Klarna will inform you about the date of the debit (so-called prenotification). The account will be debited after the goods have been dispatched.

## Cash payment upon collection

You pay the invoice amount in cash upon collection.

## **6. RESERVATION OF OWNERSHIP**

The goods remain our property until full payment has been received.

## **7. TRANSPORT DAMAGE**

If goods are delivered with obvious transport damage, please complain about such defects to the delivery company as soon as possible and contact us immediately. Failure to make a complaint or contact us has no consequences for your legal claims and their enforcement, in particular your warranty rights. However, they help us to be able to assert our own claims against the carrier or the transport insurance.

## **8. WARRANTIES AND GUARANTEES**

### **8.1 LIABILITY FOR DEFECTS**

The statutory law on liability for defects shall apply.

### **8.2 WARRANTIES AND CUSTOMER SERVICE**

Information on any applicable additional guarantees and their exact conditions can be found with the product and on special information pages in the online shop.

Customer service: Service workshop for repair and maintenance work.

## **9. LIABILITY**

For claims based on damage caused by us, our legal representatives or vicarious agents, our liability shall always be unlimited

- \* in case of injury to life, body or health,
- \* in the event of intentional or grossly negligent breach of duty,
- \* in the case of guarantee promises, insofar as agreed, or
- \* insofar as the scope of application of the Product Liability Act is opened.

In the event of a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, on the part of our legal representatives or vicarious agents, the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

Otherwise, claims for damages are excluded.

## **10. DISPUTE RESOLUTION**

The European Commission provides a platform for online dispute resolution (OS), which you can find here [<https://ec.europa.eu/consumers/odr/>]. We are willing to participate in an out-of-court arbitration procedure before a consumer arbitration board.

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