



Terms and Conditions
margot schmitt haar-cosmetic spezial GmbH
D-32120 Hiddenhausen / Herford

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§ 1 General

All deliveries made to the Customer by margot schmitt haar-cosmetic spezial GmbH, (hereinafter called "Seller"), shall be subject exclusively to the following terms and conditions. Any terms or conditions of the Customer that conflict with or deviate from these terms and conditions shall not be recognized unless the Seller has expressly agreed to their validity in writing.

§ 2 Conclusion of contract

By clicking on the „Order“ button, a binding order of the goods contained in the shopping basket is submitted. Immediately after the order has been sent, receipt of the same is confirmed. The Contract of Sale is not concluded until delivery is confirmed or delivery of the goods is carried out. The contract text is saved, the specific details of the order are treated with utmost confidentiality in accordance with data protection regulations and for security reasons cannot therefore be retrieved via the Internet.

Deliveries by the Seller are always executed with the proviso that the Seller itself has been supplied promptly and in full and is not responsible for the non-availability of the item(s) in question. In such an event, the Customer shall be informed immediately that the goods ordered cannot be delivered. The purchase price already paid shall then be refunded without delay.

§ 3 Prices

- 1.** All the prices stated by the Seller within an Internet offer are end user prices in Euros and include the statutory V.A.T.
- 2.** The prices valid at the time the order is placed shall apply.

§ 4 Directions concerning revocation

1. Right to revocation

The Customer may revoke its declaration to enter into a contract without giving reasons within a period of 2 weeks. Revocation must be rendered in writing (e.g. by letter, fax, e-mail) or by returning the goods. The period commences upon receipt of these directions at the earliest. To observe the revocation period, it suffices to revoke the order in writing or return the goods within the allotted period, the revocation to be addressed to:

margot schmitt haar-cosmetic spezial GmbH, Bündler Str. 172, 32120 Hiddenhausen, Germany

2. Consequences of revocation

In the case of a valid revocation, both parties must return the received goods and/or payments and, if applicable, also any derived benefits (e.g. interest).

If the Customer is fully or partially unable to return the received goods or is only able to return them in a deteriorated condition, then the Customer must - as the case may be - compensate the Seller for any lost value. This is not applicable to the delivery of physical goods where the deterioration of the goods exclusively results from testing the goods - such as it would have been possible if the goods had been bought in a store. In addition, the Customer may avoid being obliged to compensate the Seller by not starting to use the goods in such way as if he owned them and by refraining from doing anything that reduces the value of the goods.

Goods that can be sent as a parcel are to be returned. The Customer must bear the return costs if the delivered goods and if the price of the goods to be returned does not exceed 40.00 Euros or in case of a higher price of the goods, the Customer has not made counter-performance or has not yet paid a contractual instalment at the time of revocation. In any other case, return is free of charge for the Customer.

Goods that cannot be sent as a parcel shall be collected from the Customer. Obligations to reimburse payments must be fulfilled by the Customer within 30 days following the sending of the Customer's declaration of revocation.

Goods returned with postage unpaid shall not be accepted by the Seller and shall be charged back to the Customer. In particular, therefore, parcels must carry sufficient postage. Parcels sent without postage or with inadequate postage shall be deemed as having been incorrectly dispatched, and may therefore be regarded as not having been sent off within the allotted period, unless the Seller by way of exception decides to accept the return of the goods.

- End of the direction concerning the right of revocation -

3. The goods shall be returned in their original packaging along with any protective materials and accessories. The Customer is requested to indicate the reason for returning the goods to allow the Seller in future to adapt more appropriately to the Customer's wishes.

§ 5 Postage and packing costs

1. An amount of 4.50 € shall be charged to cover postage and packing within Germany. For deliveries outside of Germany, but within the European Union, an amount of 12,00 Euros shall be charged for postage and packing.

2. If the value of the ordered goods exceeds 100,00 Euros, delivery within the Federal Republic of Germany shall be carriage free.

§ 6 Reservation of title

Until payment is made in full, the Seller shall retain title to the delivered goods.

§ 7 Warranty

- 1.** The goods purchased by the Customer come with a 2-year warranty. The warranty period commences on the date of delivery. If the Customer is an entrepreneur, a legal person under public law or a special fund under public law, then the warranty period is limited to one year.
- 2.** The Customer is obliged to examine the goods upon receipt and to give notice to the Seller in writing or any obvious defects within a period of 2 weeks. If notification is not made within this period, the assertion of warranty claims for any outstanding defects shall be excluded.

If the purchased goods are defective, the Customer may demand subsequent fulfilment (remedy or replacement). If the subsequent fulfilment fails, the Customer can, in the case of a significant defect, revoke the contract, reduce the purchase price or file a claim for damages.

Unless excluded in the following, further claims by the Customer are excluded - regardless of the legal grounds. The Seller is therefore not responsible for lost profits or other pecuniary damage incurred by the Customer. To the extent that liability is ruled out or limited by the Seller, this also applies to the personal liability of employees, representatives and vicarious agents.

The limitation of liability does not apply if the cause of the damage is based on wilful or gross negligence or if personal injury is involved. Nor does it apply if the Customer bases claims on §§ 1, 4 of the German Product Liability Law (Produkthaftungsgesetz).

In as far as the Seller has negligently breached a fundamental contractual duty, the obligation to render compensation for damage to property is limited to damage that arises in typical cases.

§ 8 Data protection

- 1.** The data required for executing the order shall be saved and treated with confidentiality in accordance with the regulations of the Data Protection Act.
- 2.** The Seller reserves the right, however, to transmit data for the purpose of examining the Customer's creditworthiness. The Customer has the right to revoke this at any time.

§ 9 Applicable law

This Contract shall be governed by the laws of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

§ 10 Jurisdiction

In as far as the Customer is an entrepreneur or legal person under public law or a special fund under public law, it is agreed that the venue shall be the main office of the Seller's branch or place of business.

§ 11 Severability clause

If a provision or provisions of this Contract should be or become legally invalid, the legal validity of all the other provisions shall not be affected by this. In such an event, the invalid provision or provisions shall be replaced with the statutory regulations.

Note: This is an English translation of the German Terms and Conditions and is provided for information purposes only. The German version of these Terms and Conditions is exclusively binding.