

# T&CS Katermukke SHOP

## 1. SCOPE OF APPLICATION

The following terms and conditions apply to all orders via our Katermukke 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 are predominantly neither commercial nor self-employed. Entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

## 2. CONTRACTING PARTNERS, CONCLUSION OF CONTRACT, POSSIBLE CORRECTIONS

The purchase contract is concluded with

Rauschenbach Entertainment /Katermukke  
Cuvry Straße 9  
10997 Berlin

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

## 3. CONTRACT LANGUAGE, CONTRACT TEXT SAVING

The language(s) available for the conclusion of the contract: German & English GTC in text form. You can view the text of the contract in our customer login.

## 4. TERMS OF DELIVERY

In addition to the stated product prices, shipping costs are incurred. You can find out more detailed provisions on any shipping costs that may be incurred in the offers. We only deliver by mail. Unfortunately, a self collection of the product is not possible.

## 5. PAYMENT

In our shop you can use the following payment methods:

5.1 Credit card When you place your order, you enter your credit card details. After your legitimation as the legitimate cardholder, the payment transaction will be carried out automatically and your card will be charged.

5.2 PayPal, PayPal Express During the ordering process you will be redirected to the website of the online provider PayPal. In order to be able to pay the invoice amount via PayPal, you must be registered there or register first, identify yourself with your access data and confirm the payment order to us. After placing the order in the shop, we ask PayPal to initiate the payment transaction. The payment transaction is carried out automatically by PayPal immediately afterwards. You'll get more information during the ordering process.

5.3 Giropay After placing the order, you will be forwarded to your bank's website. In order to be able to pay the invoice amount via Giropay, you must have a bank account activated for online banking, identify yourself accordingly and confirm the payment order to us. You'll get more information during the ordering process. The payment transaction will be carried out immediately afterwards and your account will be debited.

5.4. SOFORT transfer In order to be able to pay with immediate transfer, you will be forwarded to the SOFORT page to log in with your bank details for authorisation. After registration, SOFORT initiates a bank transfer from your account to us.

## 6. TRANSPORT DAMAGE

If goods are delivered with obvious transport damage, please report such defects to the deliverer as soon as possible and contact us immediately. The omission of a complaint or contact 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.

## 7. WARRANTY & GUARANTEES

Unless otherwise expressly agreed below, the statutory right to liability for defects shall apply. The following applies to used goods: if the defect occurs after one year from delivery of the goods, claims for defects are excluded. Defects that occur within one year of delivery of the goods can be asserted within the statutory limitation period of two years from delivery of the goods. The above restrictions and shortening of deadlines do not apply to claims based on damage caused by us, our legal representatives or vicarious agents • in the event of injury to life, limb or health • in the case of intentional or grossly negligent breach of duty and fraudulent intent • in the case of breach of essential contractual obligations, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner may regularly rely (cardinal obligations) • as part of a guarantee promise, if agreed or • if the scope of application of the Product Liability Act is opened. Information on any additional guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop. 8. Liability For claims due to damage caused by us, our legal representatives or vicarious agents, we are always liable without limitation • in the event of injury to life, limb or health • in the case of intentional or grossly negligent breach of duty • in the case of promises of guarantee, if agreed, or • as far as the area of application of the Product Liability Act is open. In the event of a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and the observance of which the contractual partner may regularly rely on (cardinal obligations) due to slight negligence on the part of us, our legal representatives or vicarious agents, the liability is limited to the amount foreseeable at the time the contract was concluded Damage limited, the occurrence of which must typically be expected. For the rest, claims for damages are excluded.

## 9. Dispute resolution

The European Commission provides a platform for online dispute resolution (OS), which you can find here [<https://ec.europa.eu/consumers/odr/>]. Consumers have the opportunity to use this platform to settle their disputes. In order to settle disputes arising from a contractual relationship with a consumer or whether such a contractual relationship exists at all, we are obliged to participate in dispute resolution proceedings before a consumer arbitration board. The federal universal arbitration board at the Center for Arbitration e.V., Straßburger Straße 8, 77694 Kehl am Rhein, [www.universalschlichtungsstelle.de](http://www.universalschlichtungsstelle.de) [<http://www.universalschlichtungsstelle.de>] is responsible. We will participate in a dispute settlement procedure before this body.