



## **General Terms and Conditions**

### **§ 1 Basic provisions**

(1) Büttenpapierfabrik Gmund GmbH & Co. KG, based in Germany, is a company of the Büttenpapierfabrik Gmund Group. The following terms and conditions apply to all contracts between Büttenpapierfabrik Gmund GmbH & Co KG, Mangfallstraße 5, 83703 Gmund am Tegernsee, Germany (hereinafter referred to as the "Supplier") and its customers (hereinafter referred to as the "Customer" or "you"), which are concluded about the Supplier's website [www.gmund.com](http://www.gmund.com) (hereinafter referred to as the "Gmund Shop" or "Shop"). The inclusion of the Customer's own terms and conditions is hereby rejected.

(2) A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession (Section 13 BGB). Entrepreneurs within the meaning of these General Terms and Conditions are all natural or legal persons or partnerships with legal capacity who enter into business relations with us and who act in the exercise of their commercial or self-employed activity (§ 14 BGB). If an entrepreneur does not act in the exercise of his commercial or self-employed activity, he shall also benefit from the rights intended for consumers. He is then deemed to be a consumer within the meaning of these terms and conditions.

(3) The contract language is German. These General Terms and Conditions (hereinafter: "AGB") apply equally to consumers and entrepreneurs, unless a deviating regulation is expressly specified in the following provisions. Before sending the order via the online shopping cart system, the contract data can be printed out or electronically saved about the browser's print function. The AGB can be viewed and printed or saved in our shop at any time. When the order confirmation is sent to you, the order data, the cancellation policy and a sample cancellation form as well as these AGB will be sent by e-mail to the e-mail address you provided when placing your order. In the case of entrepreneurs, the provider waives the sending of the AGB for the following individual orders during an ongoing business relationship. Changes to the AGB will be pointed out.

(4) The provider's customer service can be contacted by telephone at +49 (80 22) 75 00-0 or alternatively by e-mail at [info@gmund.com](mailto:info@gmund.com).

### **§ 2 Contractual partners and subject matter of the contract**

(1) The purchase contract is concluded with:  
Büttenpapierfabrik Gmund GmbH & Co KG  
Mangfallstrasse 5  
83703 Gmund am Tegernsee  
Germany  
Phone: +49 (80 22) 75 00-0  
Fax: +49 (80 22) 75 00-99  
E-mail: [info@gmund.com](mailto:info@gmund.com)

represented by the managing partner:



Büttenpapierfabrik Gmund Verwaltungsgesellschaft mbH,  
Munich Local Court HRB 114639 (personally liable),  
represented by the Managing Director: Florian Kohler

(2) The subject of the contract is the sale of goods displayed in the Gmund Shop. The details, in particular the essential characteristics of the goods, can be found in the item description and the supplementary information on the respective goods. All information on the essential characteristics of the goods offered in the Gmund Shop shall be made available to the customer to a reasonable extent.

### **§ 3 Conclusion of the contract**

(1) The goods presented in the Gmund shop are subject to change and do not constitute a binding offer by the supplier to conclude a contract. It is merely a non-binding invitation to the customer to submit an offer.

(2) The customer can submit a binding purchase offer (order) about the online shopping cart system integrated in the shop. The goods intended for purchase are placed in the virtual "cart" by clicking "Add to cart". This process is non-binding and is not a contractual offer. You can access the shopping cart about the corresponding symbol on the top right-hand side of the website. By clicking on this symbol, an overview of the cart appears. By clicking on the "Add to cart" button, you can view the shopping cart in its entirety; clicking on the "Pay" button takes you to the checkout. After calling up the "Checkout" page and entering the data and information required to conclude the contract, all order data will be displayed again on the order overview page. By submitting the order about the "Order with obligation to pay" button, the customer submits a binding offer to the provider to conclude a purchase contract. On this page you also have the opportunity to view these General Terms and Conditions and the cancellation policy including a sample cancellation form. In the "Order with obligation to pay" button environment, you will be informed of the inclusion of the General Terms and Conditions and by confirming the button you declare your agreement with their inclusion.

(3) The acceptance of the offer (and thus the conclusion of the contract) takes place by confirmation of your contract offer in text form by e-mail to the e-mail address provided by the customer. With this confirmation, but at the latest upon delivery of the goods, the contract text (consisting of order, AGB and order confirmation) will be sent to the customer on a permanent data carrier (e-mail or paper printout) (contract confirmation). If you have not received a contract confirmation within five working days, your offer is deemed to have been rejected. In this case, a purchase contract will not be concluded. Other reasons for rejecting your order may be that the goods you have selected are not (or no longer) available or if product displays in the Gmund Shop contain an (obvious) error, e.g. if the correct price is not shown or the goods are otherwise incorrectly described or incorrectly displayed, your order cannot be processed for technical reasons or certain shipping restrictions apply to a product. The supplier is also entitled to cancel your order for the reasons stated after conclusion of a purchase contract. In any case, the provider will inform you by e-mail about the rejection or cancellation and the reason for the rejection or cancellation. Any services already rendered will be refunded immediately.



(4) The processing of the order and transmission of all information required in connection with the conclusion of the contract is partially automated by e-mail. The customer must therefore ensure, as far as is reasonable, that the e-mail address provided by him to the provider is correct and that the receipt of e-mails is technically prevented.

(5) You can save and / or print the content of your order and, if you have registered, view it at any time via the "Customer Login" function, which you can access about the person image on the top right-hand side of the website.

(6) The customer assures that all information provided by him when ordering in the Gmund Shop is truthful and that he will inform us immediately about any changes.

## **§ 4 Prices and shipping costs**

(1) The prices stated in the Gmund Shop are in euros, include packaging and are shown both exclusive and inclusive of the currently applicable statutory value added tax. The provider reserves the right to limit or terminate special offers or discounts at any time.

(2) The costs for shipping the ordered goods are based on the total amount of the order and can be called up at any time about the "*Shipping information*" page. You will be informed of the actual shipping costs incurred on the overview page before submitting the order and they will be confirmed when you submit the offer. They will be shown separately in the invoice and added to the total amount of your order. If we deliver your order in several parts for technical reasons, the shipping costs will only be charged once.

(3) The estimated shipping costs to other EU countries, which can also be supplied by the provider, can be called up at any time under delivery conditions in the Gmund shop.

(4) Additional fees may be charged for credit card and PayPal payments. These are borne by the customer and cannot be refunded.

## **§ 5 Delivery**

(1) The goods will be dispatched from Gmund am Tegernsee (DE) within Europe by DHL to the address you specify. With your order, you confirm that all data provided to the supplier during the ordering process, such as name and delivery address, are correct. A complete list of the EU countries to which the supplier also delivers can be found under delivery conditions. Orders from non-EU countries must be sent to the provider about the contact options available online in the Gmund shop at any time. The supplier decides about their acceptance and processing on a case-by-case basis.

(2) A different delivery address cannot be different from the billing address in any country other than Germany and Austria.

(3) The supplier is authorised to make partial deliveries to a reasonable extent.

(4) Unless otherwise stated in the product description, the delivery time is approx. five to ten working days from order confirmation by the supplier (in the case of advance



payment with receipt of payment). The stated delivery time only applies to standard order quantities.

(5) Costs incurred in the context of the return to the provider can be claimed against the customer by the provider.

(6) If the customer is a consumer, the risk of accidental loss and accidental deterioration of the goods shall only be transferred when the goods are handed over to the customer. If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods is transferred when we hand over the goods to the logistics company commissioned by us.

(7) If the customer is an entrepreneur, we reserve the right to set a new reasonable delivery deadline in the event that a delivery deadline cannot be met for reasons for which we are not responsible. The customer will be informed immediately about the non-compliance with the delivery time. If we are also unable to deliver the ordered item within the newly determined period, we shall be entitled to withdraw from the contract in the case of entrepreneurs. If the customer has already provided consideration, we will refund this immediately.

## § 6 Payment

(1) Payment of the purchase price is due immediately upon conclusion of the contract. If the supplier is obliged to issue or make available invoices at his discretion or by law, he reserves the right to issue or make available electronic invoices and you agree to this form of invoicing.

(2) The provider offers the customer various payment options:

### **a. Payment by credit card**

You can also pay conveniently and securely by credit card. We accept MasterCard and Visa. As soon as we have received your payment, your order will be dispatched.

### **b. Payment by PayPal**

You can also pay via *PayPal*. If you select *PayPal* as your payment method, you will be forwarded directly to *PayPal* at the end of the order process, where all your details are stored. You only need to enter your e-mail address and password to finalise your purchase securely. As soon as we have received your payment, your order will be dispatched. The general terms and conditions of *PayPal* apply.

### **c. The Purchaser on account**

The Purchaser must pay the invoice amount to our external partner *Ratepay* on the calendar day specified in the invoice. *Ratepay* is an independent invoicing company and we take the liberty of referring any questions about the payment process to *Ratepay* customer service. The payment method purchase on account is not available for all offers and requires, among other things, a successful credit check by *Ratepay*. If the customer is permitted to purchase on account for certain offers after a credit check, the payment is processed in cooperation with *Ratepay*, to whom we assign our payment claim. In this case, the customer can only make payment to *Ratepay* with debt-discharging effect. The provider remains responsible for customer enquiries (e.g. regarding goods, delivery time, dispatch), returns, complaints, cancellation declarations and returns or credit notes. The General Terms and Conditions of *Ratepay* apply.



## **§ 7 Consumer right of cancellation, return shipping costs when exercising the right of cancellation**

(1) As a consumer, you have a statutory right of cancellation for distance selling contracts ("*Fernabsatzverträge*"). We take the liberty of informing you about this right of cancellation with separate cancellation instructions. In order to exercise your right of cancellation, you must send the provider a clear declaration about your cancellation of your purchase contract to the contact details stated under § 2 of these AGB. We will provide you with a sample cancellation form for your cancellation. However, the use of this cancellation form is not mandatory. The cancellation policy and the sample cancellation form are attached to these AGB.

(2) When cancelling an order, please note the cancellation period of fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the last goods from an order. In order to comply with this cancellation period, you must inform us before the expiry of the cancellation period that you are exercising your right of cancellation. For further details, please refer to the cancellation policy.

(3) We will immediately confirm receipt of your cancellation by email and provide you with a label to simplify the return process. Its use by the consumer is not mandatory. The cost of returning the goods shall be borne by the customer.

(4) If you cancel this contract, we must refund all payments we have received from you, including delivery costs, immediately and at the latest within fourteen days from the day on which we receive notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

(5) We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us about the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired.

## **§ 8 Retention of title, offsetting and right of retention**

(1) The goods remain the property of the supplier until full payment of the purchase price and any costs included therein, such as delivery costs.

(2) If the customer is an entrepreneur, we reserve title to the goods until all claims arising from the current business relationship have been paid in full. If the value of the reserved goods exceeds the claims to be secured from the current business relationship by 10%, we are obliged to release the reserved goods.

(3) If the customer is an entrepreneur, he may resell the goods in the ordinary course of business. In this case, he hereby assigns to us all claims in the amount of the invoice amount that accrue to the customer from a resale to third parties. We hereby accept



the assignment. The entrepreneur is authorised by us to collect the claim after the assignment. However, we reserve the right to collect the claim ourselves in the event that the entrepreneur does not properly fulfil his payment obligations and is in default of payment. Any processing and treatment of the delivered goods by an entrepreneur shall be carried out in our name and on our behalf. If an entrepreneur has processed the goods, we shall acquire co-ownership of the new item. This co-ownership is measured in proportion to the value of the goods delivered by us. The same applies if an entrepreneur processes or mixes the goods with items that do not belong to us.

## **§ 9 Warranty for material defects and guarantees**

(1) The warranty for material defects shall be governed by the statutory provisions. The Purchaser is a consumer, the limitation period for statutory warranty claims is two years and begins with the delivery of the goods. The Purchaser is an entrepreneur, the limitation period for statutory claims for defects is one year and begins with the delivery of the goods.

(2) We ask you to check the goods upon delivery for completeness, obvious defects and transport damage and to notify the supplier of any complaints as soon as possible. If you fail to do so, this has no effect on your statutory claims or the right of cancellation. The warranty is excluded for goods whose intrinsic quality does not meet the customer's requirements.

(3) Entrepreneurs within the meaning of these AGB are obliged to inspect the goods received immediately for deviations in quantity and quality. Recognisable defects must be reported to us in writing within a period of one week from receipt of the goods in question. The assertion of warranty claims is excluded if the entrepreneur does not fulfil the obligation to notify us. The entrepreneur is obliged to notify us in writing of hidden defects within a period of one week. The period begins with the discovery of the defect in question. To meet the deadline, it is sufficient for the notification of defects to be sent in good time. The full burden of proof for any claim prerequisites, in particular also for the defect itself, for the time of its discovery and for the timeliness of the notification of defects shall be borne by the entrepreneur.

(4) An additional guarantee only exists for the goods offered for sale by the supplier if this was expressly stated in the description of the goods or order confirmation for the respective item.

## **§ 10 Liability of the provider**

(1) Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (obligations whose fulfilment is necessary to achieve the purpose of the contract and on whose compliance the customer may regularly rely, so-called cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Liability of the provider for unforeseeable loss or damage is excluded. Loss or damage is foreseeable either if it was obvious that it would occur or if



both you and the provider were aware that it would occur when you accepted these terms of use.

(2) In the event of a breach of material contractual obligations due to simple negligence, the provider shall only be liable for the foreseeable damage typical of the contract.

(3) The limitations of paragraphs 1 and 2 shall also apply in favour of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

(4) The limitations of liability resulting from paragraphs 1 and 2 shall not apply if the provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies if the provider and the customer have reached an agreement about the quality of the item. The provisions of the Product Liability Act remain unaffected.

## **§ 11 Data protection**

Only the personal data necessary for the business transaction will be processed in compliance with the applicable data protection regulations. Any further processing of personal data only takes place if this is permitted by law or if the customer has consented to this. Further information on this can be found in the privacy policy, which can be accessed online in the shop at any time.

## **§ 12 Image rights**

All image rights are held by the provider or its partners. Use without prior express authorisation is not permitted.

## **§ 13 Final provisions**

(1) German law shall apply to all legal transactions between us as the supplier and you as the customer. The provisions of the UN Convention on Contracts for the International Sale of Goods expressly do not apply. If you have your habitual residence in another country at the time of your order, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made.

(2) Should individual provisions of these General Terms and Conditions be or become invalid or void in whole or in part, this shall not affect the validity of the remaining provisions. An invalid, unenforceable or unenforceable provision shall be replaced by statutory law. If such statutory law is not available in the respective case or leads to an unacceptable result, the provision that comes closest to the economic intention of the parties shall be deemed to have been agreed.

(3) This AGB are drawn up in English and German language versions. In case of discrepancies between the English and the German version, the German version shall prevail.

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