

# General terms and conditions

Version 16.06.2021

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Seite/Page

1/5

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Datum/Date

#### 1. Scope

The following Terms and Conditions apply to all orders placed via our online shop. Our online shop is for consumers only.

## 2. Contractual Partner, Formation of Contract, Correction Facilities

The contract is concluded with Leschi GmbH.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

#### 3. Contract Language, Saving of the Contract Text

The languages available for concluding the contract: German, English

## 4. Delivery Conditions

Delivery costs may be added to the product prices displayed. Further information on delivery costs, if applicable, are explained within individual product offers.

We only dispatch goods en route; pick up by the customer is not possible.

Bank: Berliner Volksbank BLZ / BCN: 100 900 00 Kto.-Nr. / Acc. No.: 2 313 341 014

IBAN DE32 1009 0000 2313 3410 14 **BIC BEVODEBB** 

USt-IdNr. / VAT Reg. No.: DE276722201 Amtsgericht: Charlottenburg

HRB: 133889 B

Geschäftsführer: Sven-Oliver Nerger, Oktay Karataş und Franz Hoffmann

Leschi GmbH

Forster Str. 10 10999 Berlin-Kreuzberg Germany



2 / 5 2021-06-17



# 5. Payment

The following payment methods are basically available in our online shop:

## Advance payment

If you select advance payment we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

## PayPal Express

During the ordering process you will be forwarded to PayPal's online website. 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 instructions to us. After submitting your order in the shop we instruct PayPal to initiate the payment transaction.

#### PayPal Plus

Within the context of the PayPal Plus payment service, we offer you various payment methods as PayPal services. You will be forwarded to PayPal's online website. You may enter your payment details there and confirm the use of your data by PayPal and the payment instructions to PayPal.

If you have selected the PayPal payment option, in order to pay the invoice amount, you must be registered there or register first and identify yourself with your access data. The payment transaction will be carried out automatically by PayPal directly after confirmation of the payment instructions. You will receive additional information during the ordering process.

If you have selected the **credit card** payment option, in order to pay the invoice amount, you do not need to be registered with PayPal. The payment transaction will be carried out by your credit card company upon request by PayPal and debited to your card, directly after confirmation of the payment instructions and after your identification as the legal cardholder. You will receive additional information during the ordering process.

If you have selected the **direct debit** payment option, in order to pay the invoice amount, you do not need to be registered with PayPal. With the confirmation of the payment instructions, you are granting PayPal a direct debit mandate. PayPal will inform you separately about the date of the account debit in an advance notification (pre-notification). With the submission of the direct debit directly after confirmation of the payment instructions, PayPal will request its bank to initiate the payment transaction. The payment transaction is automatically carried out and your account is debited. You will receive additional information during the ordering process.







If you have selected the **invoice** payment option, in order to pay the invoice amount, you do not need to be registered with PayPal. After a successful address and creditworthiness check and placement of your order, we will assign our claim to PayPal. In this case, you may only pay to PayPal with a debt-discharging effect. For payment processing via PayPal – in addition to our Terms and Conditions – the Terms and Conditions and data protection policy of PayPal shall apply. Additional information and the complete Terms of PayPal for invoice purchase can be found at www.paypal.com [http://www.paypal.com].

## **Amazon Pay**

During the ordering process you will be forwarded to the online provider Amazon's website before completing the ordering process in our online shop. In order to process the ordering process via Amazon and pay the invoice amount, you must be registered there or register first and identify yourself with your access data. There, you may confirm the delivery address and payment method stored with Amazon and confirm the use of your data by Amazon and the payment instructions to us. After this, you will be returned to our online shop, where you may complete the ordering process. Directly after the order, we request Amazon to initiate the payment transaction. The payment transaction is carried out automatically by Amazon. You will receive additional information during the ordering process.

#### 6. Retention of Title

The goods shall remain our property until full payment is made.

#### 7. Damage during Delivery

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

#### 8. Warranty and Guarantees

We are under a legal duty to supply products that are in conformity with this contract.

For consumers, statutory warranty rights governed by the law of the country where the consumer has his habitual residence apply. Information on any additional guarantees and their precise conditions that may apply can be found next to the product and on specific information pages in the shop, if applicable. Complaints can be submitted by consumers and businesses to our contact details given in the supplier identification.



Seite/Page 4 / 5 Datum/Date 2021-06-17

When you exercise your warranty rights and we deem it necessary to receive the goods back in order to examine your complaint, you must send back the goods at our cost to the address given above. We are committed to respond to any complaint immediately, but no later than within 14 days of its submission.

Customer service: Our customer service is available for queries, complaints and claims on working days from 9 a.m. to 3 p.m. via phone at 49(0)30-616 51 92-0 as well as via email at info@leschi.de.

## 9. Liability

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed
- towards consumer.

Except these cases, our civil law liability is limited to the foreseeable and direct damages at the time of contract conclusion.

## 10. Code of Conduct

We have submitted to the following codes of conduct:

Trusted Shops Quality Criteria

http://www.trustedshops.com/tsdocument/TS\_QUALITY\_CRITERIA\_en.pdf

#### 11. Online Dispute Resolution

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at

https://ec.europa.eu/consumers/odr/ [https://ec.europa.eu/consumers/odr/

We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body. The competent body in this matter is:

Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein,

https://www.verbraucher-schlichter.de



Seite/Page 5 / 5 Datum/Date 2021-06-17

## Leschi GmbH

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Registered at: Amtsgericht Charlottenburg, HRB 133889 B