



General Terms and Conditions of Purchase

This page states the general terms and conditions of purchase under which you purchase from www.kcrwberlin.com (General Terms and Conditions). These General Terms and Conditions apply to all contracts being concluded via our Online Shop between us,

KCRW Berlin gGmbH, Grunewaldstraße 3, 12165 Berlin
Directors: John C. Kornblum, Antje Kuchenbecker und Susan Woosley
Register court: Amtsgericht Berlin (Charlottenburg) HRB 185739 B
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info@kcrwberlin.org

and you as our customer. These General Terms and Conditions apply regardless of whether you are a consumer, entrepreneur or merchant.

Please note that any use of this website means that you agree to the following Terms and Conditions.

The Website Owner, including subsidiaries and affiliates ("Website" or "Website Owner" or "we" or "us" or "our") provides the information contained on this website or any of the pages comprising the website ("website") to visitors ("visitors") (cumulatively referred to as "you" or "your" hereinafter) subject to the terms and conditions set out in these website terms and conditions, the [Privacy Policy](#) and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website.

GENERAL

These Terms and Conditions together with our Order Confirmation and our Declaration of Acceptance along with details provided in our Web Shop and Privacy Policy constitute the entire agreement between you and us.

We do not accept divergent terms and conditions of the customer. This also applies, even if we do not expressly object to their incorporation into the contract.



CONCLUSION OF CONTRACT

We are not making a legally binding offer to provide the goods presented and advertised in our Online Shop and on our Merchandise Page. We are inviting you to make an offer to us to purchase the goods (Order). Your Order is deemed to be a binding offer to conclude a contract which unless, otherwise provided, remains valid for at least 8 days. It is entirely at our discretion to reject or accept your offer of purchase. Your Order is placed by clicking the button "Order with Payment Obligation".

The receipt of your Order will be confirmed without undue delay by electronic means (Order Confirmation).

The purchase contract is only concluded when we have accepted your Order by declaration of acceptance (Declaration of Acceptance).

PAYMENT INFORMATION

All transactions on this website are carried out in Euros. We currently accept the following form of payment:

- PayPal
- Bank Transfer
- Mastercard (via Stripe)
- Visa (via Stripe)
- American Express (via Stripe)

Payment can be made using only the methods displayed in the footer of the Website and above, and payment for your full Order is due immediately and will be taken immediately when we have accepted your Order by Declaration of Acceptance. The total amount you pay is the same regardless of the payment method. No additional fee will be charged for your using any of the accepted payment methods.

DELIVERY



Unless otherwise agreed, the delivery period for goods indicated as “in stock” will be approx. 7-21 days, depending on the delivery country. Deviating delivery periods, if any, will be indicated on the product detail page. The delivery period commences upon receipt of our Declaration of Acceptance. In case of payment via Bank Transfer, the delivery period commences upon receipt of payment.

If we cannot comply with the binding delivery period on grounds for which we are not responsible (non-availability of the goods), we will inform you thereof without undue delay stating the reason for the delay and stating a new anticipated delivery period as the case may be. If the goods are no longer at all available or not available within the new delivery period, we are entitled to rescind the contract in whole or in part. In that case, we will refund the already paid consideration without undue delay. Non-availability of the goods arises in particular if we have not received supplies in time from our suppliers, if neither we nor our suppliers are at fault or if we were not obliged to procure the supplies from the outset, as well as in cases of force majeure. Your rights in the event of delay in delivery remain unaffected.

Your claims for compensation in place of performance according to the Section “Liability” and our statutory rights in particular on the exclusion of the obligation to perform (e. g. because of impossibility) remain unaffected.

WARRANTY

We are liable for material and legal defects of the delivered goods according to the statutory provisions, particularly §§ 434 ff. German Civil Code. The limitation period for statutory claims for defects is two years and commences upon delivery of the good.

LIABILITY

We are liable for damages according to the statutory provisions unless otherwise stated below.

We are liable in all cases of contractual and non-contractual liability – on any legal ground whatsoever – for intent and gross negligence. In the case of simple negligence, we are liable



only for damage due to injury to life, body or health, and damage due to serious breach of a fundamental contractual obligation (obligation the performance of which at all enables the due performance of the agreement and on the compliance on which the contractual partner usually relies and is entitled to rely). In that case, the liability is, however, limited to reimbursement of foreseeable and typical loss.

The above limitations of liability also apply in favor of our employees, staff, representatives and agents. For claims under the Product Liability Act, the statutory provisions apply exclusively.

RIGHT OF WITHDRAWAL

If you are a consumer according to § 13 German Civil Code (a natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession), you have the right to withdrawal according to the statutory provisions.

If you – as consumer – withdraw from this contract you will bear the direct costs of returning the goods.

Apart from that, the following rules, contained in the “Information concerning the exercise of the right of withdrawal” below, apply to your right of withdrawal:

Information concerning the exercise of the right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (KCRW Berlin gGmbH, Grundewaldstraße 3, 12165 Berlin; +49 (0)30/2019 1782; info@kcrwberlin.org) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).



You may use the [attached model withdrawal form](#), but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

- End of "Information concerning the exercise of the right of withdrawal" -

INFORMATION ON THE WEBSITE

While every effort is made to update the information contained on this website, neither the Website Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy,



completeness or reliability of information, opinions, any price information, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) ("information") and shall not be bound in any manner by any information contained on the website. The Website Owner reserves the right at any time to change or discontinue without notice any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. Visitors and buyers rely on the information contained on this website at your own risk. If you find an error or omission on this site, please let us know.

TRADEMARKS

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APPLICABLE LAW AND PLACE OF JURISDICTION

These General Terms and Conditions and the purchase contracts made under them are governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The statutory provisions limiting the choice of law remain unaffected. This in particular holds true with respect to any provisions that cannot be derogated from by agreement by virtue of the law of the country where the consumer has his habitual residence.

If you are a merchant and at the time of your Order your seat is Germany, the exclusive place of jurisdiction shall be at our seat in Berlin. Apart from that, the applicable statutory provisions on local and international jurisdiction apply.