

General Terms and Conditions

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Scope of application

- (1) The following General Terms and Conditions of Business are part of every contract concluded via this website between Parfümerie Akzente GmbH, Meisenstraße 12, 74629 Pfedelbach, Germany (hereinafter referred to as Seller) and the Buyer, together with their legal successors.
- (2) The Seller renders their services solely on the basis of these General Terms and Conditions of Business. Deviating provisions on the part of the Buyer shall only apply with explicit written approval by the Seller.
- (3) These General Terms and Conditions of Business apply to all of the Seller's services offered on this website. By availing themselves of these services, the Buyer acknowledges these General Terms and Conditions of Business as binding.
- (4) We only sell our products to private consumers not on retailers.

Section 2 Conclusion of contract

- (1) The presentation of products by the Seller on this website does not constitute a binding offer by the Seller but solely an invitation to purchase.
- (2) The contract, in the form of a purchase agreement, shall be formed by an offer of purchase by the Buyer and
 - a) the acceptance on contract by the Seller in the form of an order confirmation or
 - b) implied by the immediate dispatch of the goods requested by the Buyer to the delivery address provided by the Buyer.
- (3) An order confirmation sent to the Buyer by email does not constitute acceptance of contract by the Seller.
- (4) The contractual language is English

Section 3 Terms of delivery/shipping costs

- (1) Delivery shall be made immediately following receipt of payment (Section 4 of these General Terms and Conditions of Business) to the delivery address provided by the Buyer, unless otherwise agreed in writing.

(2) If the Seller incurs additional shipping costs because an incorrect delivery address or incorrect addressees have been provided, the Buyer shall reimburse these costs, unless they are not responsible for the incorrect information.

(3) With regard to products under the brand name "Kerastase", the Buyer may purchase a maximum of 4 of the same product per order. Orders are limited to a maximum of 12 of the same product over a period of 12 months.

Section 4 Payment terms/default

(1) The prices stated on the Seller's website on the date of the order shall apply. The price stated apply solely for orders made via the website. In particular, they do not apply for offerings in the Seller's regional business premises.

(2) The purchase price plus shipping costs shall become payable without deductions upon conclusion of the contract. The purchase price and shipping costs shall be paid at the Buyer's discretion by way one of the payment methods indicated during the order process. In the event of payment by credit card, the Buyer's credit card provider shall be requested to collect the invoice amount as soon as the Buyer has completed the order.

(3) All prices are retail prices, including the statutory VAT.

(4) In the event of payment default by the Buyer, the Buyer shall pay default interest at a rate of 5 percentage points p.a. above the relevant base rate to the Seller, if the Buyer is a consumer (Section 13 BGB (Bürgerliches Gesetzbuch [German Civil Code])). If the Buyer is a merchant (Section 14 BGB), Section 4 Para. 4 (1) shall apply with the provision that the default interest rate be 8 percentage points above the base rate.

(5) Notwithstanding Section 4 Para. 4, the Seller shall be at liberty to prove higher damages caused by default as well as other damages.

(6) Payment methods: You can currently pay, as you choose, by advance payment, cash on delivery, instant transfer, on account (subject to review), credit card, direct debit (subject to review, no sooner than the second purchase), PayPal, PayPal Express, or Amazon Payments.

Section 5 Limitation period/inspection and notification obligations

(1) The limitation period for claims under liability for material defects is 24 months, and begins upon handover of the purchase item. If the Buyer is a merchant (Section 14 BGB), the period is 12 months from handover of the item.

(2) Section 5 Para. 1 shall not apply for liability for damage on the grounds of injury to limb or health caused by a negligent breach of obligation by the Seller or an intentional or negligent breach of obligation by a legal representative or agent of the Seller.

(3) Paragraph 1 shall not apply for liability for other damage caused by a grossly negligent breach of obligation by the Seller or an intentional or grossly negligent breach of obligation by a legal representative or agent of the Seller.

(4) For traders, the legal provisions and inspection and notification obligations of the German Commercial Code (Handelsgesetzbuch, HGB) shall apply.

Section 6 Retention of title

Until the full payment of the purchase price, the seller reserves the title to the delivered goods.

Section 7 Redemption of promotional vouchers

- (1) Promotional vouchers (vouchers that you cannot purchase but that we issue within the scope of advertising campaigns with a fixed period of validity) are only valid within the period of time stated and may only be redeemed once during an order process. Individual brands cannot be excluded from the voucher campaign.
- (2) The value of the goods must be at least equivalent to the amount of the promotional voucher. For administrative reasons, it is not possible to reimburse any residual balance on the voucher.
- (3) Promotional vouchers can only be redeemed prior to completion of the order process. It is not possible to apply them afterwards. The credit on a promotional voucher is neither payable in cash nor interest-bearing.
- (4) The promotional voucher cannot be transferred to third parties. Multiple promotional voucher cannot be combined with one another.
- (5) If the credit on a promotional voucher is not adequate for the order, the difference can be paid via the payment methods available.
- (6) The promotional voucher will not be reimbursed if goods are returned in part or in full, provided that the promotional voucher was issued within the scope of an advertising campaign and no consideration has been paid for it.

Section 8 Gifts

- (1) The Seller offers the Buyer gifts within the scope of particular promotions. During the term of a gift promotion, the gift item appears when a certain product is purchased and/or is automatically put into the shopping basket when a minimum purchase value is reached.
- (2) The customer receives a maximum of one identical gift per order.
- (3) If the promotions are linked to a minimum purchase value, a definitive purchase agreement must be formed for this amount. If the value of the order is reduced to less than the relevant minimum purchase value when a right of cancellation pursuant to distance selling regulations is exercised, the gift will not be given for this purchase. In such cases, the gift shall be sent back to the Seller with the returned goods.
- (4) If the promotions are linked to the purchase of a specific product, the gift will not be given when a right of cancellation pursuant to distance selling regulations is exercised for this product. In such cases, the gift shall be sent back to the Seller with the returned goods.
- (5) If the promotions have a fixed duration, this must be apparent from the advertisement of the relevant promotion.

Section 9 Limitation of liability/exemption from liability

The statutory warranty rights shall apply in principle, unless otherwise stipulated in Section 5 or Section 9 Para. 4 to 4 of these General Terms and Conditions of Business.

- (2) The Seller shall only be liable for damages other than those arising from injury to life, limb, and health if these are caused by intentional or grossly negligent actions or a culpable breach of a fundamental obligation by the Seller, their employees, or their agents. This shall also apply for damages arising from the breach of obligations during contract negotiations and the performance of unlawful acts. Liability for damages in excess of this is precluded.
- (3) Except for in the event of intentional or grossly negligent conduct, the violation of a material obligation, or injury to life, limb, or health by the Seller, their employees, or their agents, liability shall be limited to the typical damage foreseeable upon conclusion of the contract and, in respect of amount, to the average damage typical of the contract. This shall also apply for indirect damage such as lost profit.

(4) Section 5 of these General Terms and Conditions of Business remains unaffected, as do the provisions of the German Product Liability Act (Produkthaftungsgesetz).

Section 10 Electrical devices

If material defects are discovered in an electrical device, the buyer shall initially only have the right to supplementary performance (replacement/repair). Only if said supplementary performance is unsuccessful on two occasions shall the buyer have the right to a reduction in the purchase price or to withdraw from the contract at their discretion. This shall not apply if something else eventuates due to the nature of the item, the defect or other circumstances. Claims for damages shall not be affected.

Section 11 Data protection

The Seller's privacy policy shall apply in respect of data protection.

Section 12 Voluntary right of return

In addition to your legal right to cancellation, Parfümerie Akzente GmbH provides a voluntary right of return of a total of 180 days after receipt of goods for all purchases made through use of en.parfumdreams.de, as long as you are a consumer under the terms of Art. 13 of the German Civil Code (BGB). With this right of return, you can also withdraw from the contract after the expiry of the cancellation period (see Consumer Information) by returning the goods within 180 days of receipt (beginning the day after you receive the goods) to Parfümerie Akzente GmbH, specifically to the address given at the end of this Section (1). Sending the goods on time is enough to comply with the deadline. Conditions for exercising this voluntary right of return are, however, that you return the goods complete, in their original condition, intact and in their original packaging.

Please send the items to:

Parfümerie Akzente GmbH
Meisenstr. 12
74629 Pfedelbach
Germany

(2) If you exercise your voluntary right of return, repayment will be made into the account that you used to make the payment. We will contact you, if this is no longer possible.

(3) The customer's legal right to cancellation as well as the legal warranty claims remain unaffected by this right of return. Until the period for the statutory right of return expires, only the legal provisions specified there shall apply. In addition, the contractual (voluntary) right of return does not restrict your legal warranty rights, which remain unaffected.

Section 13 Consumer arbitration board

Parfümerie Akzente GmbH shall not participate in a dispute resolution before a consumer arbitration board.

Section 14 Taking back batteries

You may send used batteries back to us free of charge. Batteries containing hazardous substances are labelled with the symbol and with one of the chemical symbols

Cd (= battery contains cadmium),

Hg (= battery contains mercury) or

Pb (= battery contains lead).

Lithium batteries and battery packs of all systems may only be sent back to us in a depleted state.

If you have any partially depleted batteries of this type, please insulate the battery terminals by covering them with adhesive tape before sending the batteries back to us."

Section 15 Applicable law/final provisions

(1) German law shall apply, to the exclusion of the UN Sales Convention. Mandatory provisions of the state in which the consumer has their normal place of residence shall remain unaffected.

(2) If the Buyer is a merchant, or does not have a general place of jurisdiction within the country, or relocates abroad following conclusion of the contract, or if their place of residence on the date on which proceedings are commenced is unknown, the place of performance and place of jurisdiction for disputes arising from this contract shall be the Seller's registered office.

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