

Handmade Boutique by Marina Elgin
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Terms and Conditions

for the web shop of Handmade Boutique

§ 1. General

(1) These terms and conditions apply to all contracts, deliveries and other Services of the Handmade Boutique by Marina Elgin, Kiebitzweg 51, 65205 Wiesbaden (hereinafter: "Seller"), regarding the online shop www.handmadeboutique.de and all sub-domains belonging to the domain. Deviating regulations of the customers do not apply, unless the seller has this confirmed in writing. Individual agreements between the seller and the customer always have priority.

(2) The business relationships between the seller and the customer are subject to the law of the Federal Republic of Germany. This choice of law only applies to consumers insofar as the protection granted by mandatory provisions of the law of State in which the consumer has his habitual residence is withdrawn. The application of UN sales law is excluded.

(3) The contract language is English.

(4) The place of jurisdiction is Wiesbaden if the customer is a merchant or a legal entity person under public law or special fund under public law. The same is true if a customer does not have a general place of jurisdiction in Germany or the place of residence or habitual residence is not known at the time the action is brought.

(5) We deliver to the following countries: worldwide.

(6) Customers have the option to use an alternative dispute resolution. The following link from the EU Commission (also known as the OS platform) contains information via online dispute resolution and serves as a central point of contact for Out-of-court settlement of disputes arising from online sales contracts: <http://ec.europa.eu/consumers/odr>

§ 2 Contract content and conclusion of contract

(1) The seller offers new customers in the online shop www.handmadeboutique.de goods, especially hand-made rag dolls and accessories thereof (clothes, bags, shoes, glasses), workshops (online and on-site), and instructions on how to buy them.

(2) When shopping in the online shop, a purchase contract comes through the acceptance of order of the customer by the seller. Price displays in the online shop do not represent an offer in the legal sense. The receipt and acceptance of orders are confirmed to the customer by email. The customer also has the option of calling, emailing, sending messages via Facebook or Instagram to ask the seller about a specific item. After receiving, the seller will submit a corresponding offer to the customer offer via email, Facebook or Instagram. A contract is only concluded if the customer accepts this offer.

(3) The text of the contract can no longer be viewed after the order has been placed. We ask you therefore to save the text of the contract.

§ 3 Prices, shipping costs, sales tax and payment

(1) For orders via the online shop, the prices stated there apply. The Seller makes use of the small business regulation according to § 19 UStG and instructs therefore no sales tax. All prices are final prices.

(2) The prices do not include shipping and packaging costs that the customer has to pay. Submission of the order will be announced. For all orders over a total value of 200 € including VAT, shipping within Germany is free.

(3) The delivery to the customer by the seller takes place after the payment of the Customers by the following payment methods: Bank transfer, PayPal, Credit card payment or after invoice. If the customer chooses advance payment by bank transfer, payment is 3 calendar days at the latest due after conclusion of the contract. In the case of delivery on invoice, payment is due 14 calendar days after invoicing due.

(4) If a customer defaults on his payment obligations, the Seller demands compensation in accordance with the statutory provisions and / or withdraw from the contract.

(5) The seller always issues an invoice to the customer upon delivery of the goods are handed over or otherwise received in writing.



§ 4 Delivery and transfer of risk

(1) Unless otherwise contractually agreed, the ordered goods will be sent to the address specified by the customer. The delivery takes place directly from the manufacturer.

(2) The availability of individual goods is specified in the item descriptions. The seller sends goods in stock unless differently agreed, within 5-7 working days after payment instruction (for prepayment by bank transfer: within 5-7 working days after receipt of payment). If the goods are to be manufactured individually (e.g. a rag doll according to a photo), unless expressly agreed otherwise, the seller delivers the goods within 7-10 working days after payment instruction (in the case of prepayment by bank transfer: within 7-10 working days after receipt of payment). If the goods are marked as not in stock when selling via the online shop, so the seller tries to deliver as quickly as possible. Details of the Seller on the delivery time are non-binding, unless, in exceptional cases, the delivery date has been bindingly promised by the seller.

(3) The seller reserves the right to make a partial delivery if this is for a speedy processing seems advantageous and the partial delivery does not appear to the customer exceptionally unreasonable. Additional costs resulting from partial deliveries are not billed to the customer.

(4) The seller reserves the right to withdraw from the obligation to fulfill the contract if the goods are to be delivered by a supplier on the day of delivery and the delivery is not made in whole or in part. This reservation of self-supply applies only if the seller is not responsible for the late delivery. The seller is not responsible for the lack of performance if a so-called congruent hedging transaction with the supplier has been agreed to fulfill the contractual obligations. If the goods are not delivered, the seller will immediately inform the customer of this fact and reimburse a purchase price already paid as well as shipping costs. The risk of accidental loss and accidental deterioration of the goods is transferred to the customer upon delivery. If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay are transferred to the forwarding agent, the carrier or the person otherwise assigned to carry out the shipment when the goods are delivered.

§ 5 Retentions of title

The delivered goods remain the property of the seller until all claims from the contract have been met; in the event that the customer is a legal entity under public law, a special fund under public law or an entrepreneur in the exercise of his commercial or independent professional activity, also beyond this from the ongoing business relationship until all claims that the seller in connection with have been settled are entitled to the contract.



§ 6 Right of Retention

The customer is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

§ 7 Liability for material and legal defects

(1) If there are defects, the customer is entitled to statutory warranty rights in accordance with the following provisions. If only merchants are involved in the contract, § 377 ff. HGB apply in addition.

(2) Damage caused by improper actions on the part of the customer during installation, connection, operation or storage of the goods do not justify a warranty claim against the seller. The customer can find information on proper handling in the manufacturer's descriptions.

(3) The customer must notify the seller of defects within a warranty period of two years for new items or one year for used items. If the customer is an entrepreneur, the warranty period for new items is one year. In the case of used items, the guarantee to entrepreneurs is excluded. The above limitations of liability do not apply if the seller has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods, and not for claims for damages by the customer that are aimed at compensation for physical injury or damage to health due to a defect for which the seller is responsible which are based on the intentional or grossly negligent fault of the seller or his vicarious agents.

(4) If there are defects and if these were asserted in good time, the seller is entitled to supplementary performance. If the subsequent performance fails, the customer is entitled to reduce the purchase price or to withdraw from the contract. Otherwise, the statutory provisions apply.

§ 8 Duty to inform in the event of transport damage

If goods are delivered with obvious damage to the packaging or the content, the customer should immediately notify the carrier/freight service provider and immediately by email or in any other way (Facebook, Instagram) the seller, without prejudice to his warranty rights (§ 7) Hence, the seller can protect any rights they may have against the freight forwarder / freight service.



§ 9 Disclaimer

(1) Outside of liability for material defects and defects of title, the seller has unlimited liability insofar as the cause of the damage is based on intent or gross negligence. He is also liable for the slightly negligent breach of essential obligations (obligations whose breach jeopardizes the achievement of the contractual purpose) as well as for the breach of cardinal obligations (obligations whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the customer regularly relies) , but only for the foreseeable, contract-typical damage. The seller is not liable for the slightly negligent breach of obligations other than the above.

(2) The limitations of liability of the preceding paragraph do not apply to injury to life, limb and health, to a defect after assuming a guarantee for the quality of the product, and to fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

(3) If the seller's liability is excluded or limited, this also applies to the personal liability of his employees, representatives and vicarious agents.