

## Terms and Conditions

### 1. SCOPE OF APPLICATION

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- (1) These terms and conditions apply to the sales contracts concluded between you and us, TENGA Europe GmbH Immermannstraße 7, 40210 Düsseldorf, Germany, via this web shop.
- (2) Our web shop is aimed at consumers. They are consumers, as far as the purpose of your order can be attributed neither to your commercial nor your independent professional activity (Section 13 German Civil Code). On the other hand, you are an entrepreneur if you act in the exercise of your commercial or self-employed professional activity when concluding the purchase (Section 14 German Civil Code).
- (3) We do not offer our goods for purchase by minors. Our goods can only be purchased by adults from the age of 18.
- (4) The contract language is German.

### 2. CONCLUSION OF CONTRACT

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- (1) The presentation of our goods in our web shop and the granting of the possibility of ordering does not constitute a binding offer on our part. This is merely an invitation on our part to you to make a binding offer to conclude a purchase contract.
- (2) A sales contract is concluded as follows:
  - (a) You can select goods from our assortment and collect them in a virtual shopping basket using the "Add to cart" button.
  - (b) You can view and change the contents of your shopping basket at any time by clicking on the corresponding "cart" symbol.
  - (c) To continue the order process, activate the "Checkout" button and enter your personal data.
- (3) Click on the "Buy" button to make a binding offer to conclude a purchase contract for the last item(s) in your shopping basket. Before sending the order, you can check your order again and, if necessary, to change or cancel it. You can also cancel the order process at any time by closing your Internet browser.
- (4) After completing the order process and submitting your order, we will confirm receipt of your order by e-mail. In this automatically generated acknowledgement of receipt, the details of your order are listed again. This acknowledgement of receipt merely documents that we have received your order, but does not yet represent an acceptance of your offer.
- (5) We are not obliged to accept your purchase offer. A contract is only concluded when we accept your offer either in an order confirmation sent by post, e-mail or fax or deliver the ordered goods and confirm the dispatch to you with a second e-mail (dispatch confirmation). If your order is shipped in more than one package, you may receive a separate shipping confirmation for each package. In this case, a separate purchase contract is concluded between us for the goods listed in the respective shipping confirmation with respect to each shipping confirmation.
- (6) If we ask you to pay the purchase price after placing the order and you have not yet received an order confirmation at this time, we accept your offer impliedly by this request for payment.

- (7) We sell all goods(s) only in normal household quantities. This refers both to the number of goods ordered in the context of an order and to the placement of several orders for the same goods, for which the individual orders comprise a normal household quantity.

### **3. PRICES, SHIPPING COSTS**

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- (1) The indicated prices are final prices including VAT. The amount stated at the time of the binding order shall apply.
- (2) In addition, there are shipping costs which depend on the weight of the goods ordered by you. You can find out more about the details under "[Shipping costs](#)". In the case of partial deliveries, the shipping costs are only incurred for the first partial delivery. If the partial deliveries are made at your request, we charge shipping costs for each partial delivery.

### **4. DELIVERY, AVAILABILITY OF GOODS**

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- (1) We generally ship throughout Europe to the delivery address you specify.
- (2) Delivery times can be found under "[Terms of delivery](#)". Delivery times stated by us are calculated from the time of our order confirmation, assuming prior payment of the purchase price and provided we have the product you ordered in stock. Public holidays affect the delivery time of your order and lead to a postponement of the delivery.
- (3) Of course, we always strive for sufficient availability of the goods displayed in our web shop. However, we ask for your understanding that we cannot guarantee availability at all times. If a product is temporarily unavailable, we will inform you of this in the order confirmation - stating the new delivery time if necessary. In the event of a delay in delivery of more than four weeks, you have the right to withdraw from the contract. Moreover, in this case we are also entitled to withdraw from the contract. We will immediately reimburse any payments you have already made. If the goods are permanently unavailable, we shall refrain from declaring acceptance. A contract is not concluded in this case.
- (4) We are entitled to make partial deliveries insofar as this is reasonable for you on the basis of a consideration of your and our interests. Partial deliveries are dispatched at our risk. With the receipt of each partial delivery, the risk for the delivered articles passes to you. If we are in default with outstanding partial performances or if outstanding partial performances are not possible for us, you are entitled to withdraw from the contract as a whole or to claim damages for non-performance of the entire obligation whenever the partial delivery is of no interest to you.

### **5. PAYMENTS**

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- (1) You can pay by credit card and PayPal as well as by Apple Pay (in available countries). Payment of the purchase price is due immediately upon conclusion of the contract.
- (2) We reserve the right to refuse a payment method chosen by you and to make the delivery dependent on another payment method. If you refuse a payment by the method of payment chosen by us, we are entitled to withdraw from the contract.
- (3) When paying with PayPal you will be automatically redirected to the PayPal site. There you can log in with your login data and then confirm the payment. The debit is made by credit card, direct debit, credit balance or Giropay - depending on which of the means of payment you have

deposited there. If you don't have a PayPal account yet, you can create one on the sites of the providers.

- (4) If the invoice amount is not settled within 30 days of the invoice date, or in the case of payment by PayPal by the account-holding institution, you will automatically be in arrears. Even without further reminder, you are then additionally obliged to pay the statutory default interest in the amount of five (5) percentage points above the respective base interest rate announced by the European Central Bank and the further damage caused by default, in particular the further collection costs. If we can prove that we have suffered greater damage caused by default, we shall be entitled to assert this.

## **6. RETENTION OF TITLE**

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The delivered goods remain our property until all claims against the customer arising from the purchase contract have been settled in full.

## **7. RIGHT OF REVOCATION**

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- (1) As a consumer, you have a statutory right of revocation. Information on this can be found [here](#).
- (2) Unless expressly agreed otherwise between the customer and us, there is no right of revocation for contracts for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their sealing has been removed after delivery.
- (3) **Our voluntary return guarantee:**  
In addition to your statutory rights, we offer you the following voluntary return guarantee:

You may return the goods to us within 30 days of receipt of the goods, provided that none of the reasons for exclusion in paragraph (2) applies, the goods are complete and in the same condition as on receipt. Goods for which you have no right of withdrawal cannot be returned under the return guarantee.

If you return goods in accordance with this voluntary return guarantee, we will refund the purchase price, but not the shipping costs of your original purchase. You also bear the transport risk and the return costs. This return guarantee does not limit your statutory rights or your right of withdrawal as described in this section 7.

## **8. WARRANTY**

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- (1) We are liable for material defects in accordance with the applicable statutory provisions, in particular Sections 434 seq. German Civil Code.
- (2) An additional guarantee only exists for the delivered goods if this has been expressly stated in the order confirmation for the respective article.

## **9. RETURNS**

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- (1) We would like to point out that the goods we sell can be products which consist mainly of fragile components and must therefore be handled with care. We therefore recommend that you use the original packaging whenever possible when returning the goods, even if this should be damaged by an opening for functional testing. You are not obliged to use the original packaging and your rights (especially revocation rights) are not limited or excluded. However, by returning

the goods in their original packaging, you can prevent us from having to claim compensation from you under certain circumstances because of the missing original packaging.

- (2) We expressly point out that you must pay compensation for any damage caused to us during the return transport (e.g. as a result of revocation) due to improper packaging.

## **10. LIABILITY**

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- (1) In the event of slight negligence, we shall only be liable in the event of breach of material contractual obligations and limited to the foreseeable damage. This limitation shall not apply in the event of injury to life, body or health or in the event of intentional or grossly negligent breach of duty. We shall not be liable for other damages caused by slight negligence due to a defect in the object of purchase. The provisions of the Product Liability Act remain unaffected.
- (2) Our liability remains unaffected regardless of our fault in the event of fraudulent concealment of the defect or the assumption of a guarantee.
- (3) We are also responsible for the impossibility of delivery occurring by chance during our delay, unless the damage would have occurred even if delivery had been made on time.
- (4) The restrictions in paragraphs (1) to (3) also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.
- (5) All information on the packaging and instructions for use must be observed. No liability is assumed for any other application and/or handling.

## **11. CONSUMER DISPUTE RESOLUTION**

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We would like to point out that we are not obliged and are not prepared to participate in a dispute resolution procedure before a consumer arbitration body. Rather, we are always striving to resolve any conflicts with our customers ourselves. Please contact our customer service.

## **12. FINAL PROVISIONS**

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- (1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Sales Convention if (a) you have your habitual residence in Germany or (b) your habitual residence is in a country which is not a member of the European Union. If you have your habitual residence in a member state of the European Union, the applicability of German law also applies, whereby mandatory provisions of the state in which you have your habitual residence remain unaffected.
- (2) If you do not have a domicile in the Federal Republic of Germany contrary to what you stated when placing your order, or if you transfer your domicile abroad after conclusion of the contract or if your domicile is not known at the time the action is filed, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be Düsseldorf. If the customer is a merchant, a legal entity under public law or a special fund under public law at the time the contract is concluded, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be Düsseldorf.
- (3) Should individual provisions of this contract be or become invalid or void in whole or in part, the validity of the rest of the contract shall not be affected. The parties undertake to replace the invalid or void provision with a valid provision that comes as close as possible to the intended economic purpose. The same applies in the event of a gap.