

## GENERAL TERMS AND CONDITIONS

### 1. contractual partner - scope - definitions

The contract is concluded with

Oba Cafe GmbH

Christburgerstr. 6

10405 Berlin

Commercial register: Local court Charlottenburg HRB 213810 B

hereinafter referred to as provider.

These general terms and conditions apply to all orders between the supplier and the customer (hereinafter referred to as "customer" or "you"). The version valid at the time the contract is concluded shall be authoritative in each case.

Deviating, conflicting or supplementary general terms and conditions of the customer shall not apply unless we have expressly agreed to their validity.

Insofar as these General Terms and Conditions refer to "consumers", these are natural persons who conclude a legal transaction for purposes which can predominantly be attributed neither to their commercial nor their self-employed professional activity.

"Entrepreneurs", on the other hand, are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or self-employed professional activity.

"Customers" within the meaning of these GTC are both consumers and entrepreneurs.

If deadlines are specified as working days, this shall mean all weekdays with the exception of Saturdays, Sundays and public holidays.

### 2. order process

The customer can place the desired product in the shopping cart without obligation by clicking on it in the shop. You can view the contents of the shopping cart at any time by clicking on the shopping cart without obligation. Input errors can be corrected at any time via keyboard and mouse in the input fields and goods can be deleted from the shopping cart.

If the customer wants to buy goods from the shopping cart, he can initiate the order process by clicking the button "Checkout". After entering the data necessary for contract processing, such as address, the customer by clicking the button "order overview" to the order page, on which the entries can be checked again. The ordering process can be terminated at any time by closing the browser. By clicking the button "Payment [&] Shipping" you can correct your order at any time.

### 3. conclusion of contract

The presentation of the goods in the online shop is not a legally binding offer, but an invitation to order. Errors excepted.

By clicking on the button "order with payment", the customer makes a binding offer to purchase the goods listed on the order page.

The supplier will confirm to the customer the access of the order with the contents of the offer after entrance of the offer with the supplier immediately by e-mail to his, in the offer indicated e-mail address.

The provider can cancel the customer's order by sending an order confirmation by e-mail or by delivering the goods within 5 working days after receipt of payment.

The order confirmation takes place by transmission of an e-mail to the e-mail address given in the customer's offer. If the customer does not have a deliverable e-mail address, the order confirmation with delivery of the goods to the delivery address specified by the customer. Should the supplier not have accepted the offer of the customer, the offer is regarded as rejected.

For products that are not listed in the order confirmation, no sales contract is concluded.

In the case of the payment method PayPal or Sofortüberweisung, the customer's account will be debited immediately due to technical peculiarities. However, this does not constitute an acceptance of the customer offer. Should the supplier not be able to deliver the customer order, the payment made will be refunded to the customer immediately.

All offered products are sold only in household quantities.

### 4. prices and terms of payment

All prices quoted are in Euro and include the statutory value added tax and other price components, plus shipping costs if applicable, which the customer is informed of before ordering and which the customer can call up at any time at <https://obacafe.eu/pages/lieferkonditionen>.

The shipping costs are clearly communicated to the customer in the shopping cart system and on the order page. From a goods value of 49.- € we deliver within Germany free of shipping costs.

You have the option to choose the payment method prepayment, Paypal (also with credit card and without Paypal account) or Sofortüberweisung.

If you pay in advance, we will inform you of our bank details in the order confirmation.

The contractual relationship between PayPal and its customers is governed solely by PayPal's Terms of Use.

There are no further taxes or additional costs.

## 5. delivery

Unless expressly stated otherwise in the offer, delivery shall take place within 5 working days of receipt of the order.

In the case of entrepreneurs, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover, in the case of sale to destination upon delivery of the goods to the forwarding agent or other person or institution designated to carry out the shipment.

Please note that the delivery of the ordered goods with prepayment only takes place after crediting the full amount on our account. If your payment has not been received by us within 5 working days after dispatch of the order confirmation, even after renewed request, despite the due date, we shall withdraw from the contract with the consequence that your order is void and we have no obligation to deliver. The order is then completed for you and for us without further consequences. A reservation of the article with prepayment takes place therefore at the longest for 5 working-days.

## 6. retention of title

The supplied commodity remains up to the complete payment of the purchase price in the property of the offerer.

## 7. right of withdrawal for distance contracts

Consumers have the following right of withdrawal

right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The withdrawal period shall be fourteen days from the date on which you or a third party other than the carrier who has taken or has taken possession of the goods designated by you and who is the carrier.

In order to exercise your right of revocation, you must

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inform you by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this agreement. You can use the attached model withdrawal form, which is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

#### Consequences of revocation

If you revoke this Agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). For this refund we will use the same payment method that you used for the original transaction, unless otherwise expressly agreed with you; in no event will you be charged for this refund. We may refuse to refund until we have received the Goods back or until you have provided evidence that you have returned the Goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days of the day on which you notify us of the revocation of this contract at the latest. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period. You shall bear the direct costs of returning the goods.

You only have to pay for a possible loss in value of the goods if this loss in value is due to an extent with you which is not necessary for testing the nature, properties and functioning of the goods.

The right of withdrawal does not apply,

Contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual choice or destination by the consumer is decisive, or which are clearly tailored to the personal needs of the consumer,

Contracts for the delivery of goods that can spoil quickly or whose expiration date would quickly be exceeded,

Contracts for the delivery of sealed goods which, for health or hygiene reasons, are not suitable for return if their seal has been removed after delivery,

Contracts for the delivery of goods, if these have been inseparably mixed with other goods after delivery due to their nature.

If, in the event of revocation, you return the goods to us carriage forward contrary to your obligation to bear the costs, the seller shall be entitled to deduct the actual costs incurred by him for the acceptance of the return of the revoked goods from the purchase price to be refunded to you.

#### 8. general information on the return of goods

Please avoid damage and contamination of the goods. If possible, please return the goods in their original packaging with all accessories and packaging components. If necessary, please use a protective outer packaging. If you are no longer in possession of the original packaging, please use suitable packaging to ensure adequate protection against transport damage.

This general information is not a prerequisite for the effective exercise of the right of withdrawal. We expressly point out that not original sealed food may no longer be brought into circulation due to hygiene and health regulations and your right of withdrawal expires with an unsealing of the goods.

Refunds by the provider are made to the account used by the customer for payment. In the case of prepayment transfers, the return transfer will be transferred to the account from which the transfer was made. If the customer has paid via PayPal, the refund will be made to the customer's PayPal associated with it.

#### 9. cost allocation agreement

You shall bear the direct costs of returning the goods.

#### 10. transport damage

If goods with obvious transport damage are delivered, please complain such errors immediately to the delivery person and contact us as soon as possible. A failure of a complaint or contact has no consequences on the legal warranty claims of consumers and only serves to support the provider to his claims against the company commissioned with the delivery of the goods or the insurance to assert.

#### 11. warranty

The statutory warranty obligation applies to consumers. In the case of entrepreneurs, we shall initially provide warranty for defects in the goods at our discretion by repair or replacement delivery.

Entrepreneurs must inspect the delivered goods immediately for deviations in quality and quantity and notify us in writing of any visible defects within a period of one week from receipt of the goods. If no complaint is made within 7 days, the goods shall be deemed to have been properly and completely delivered, unless the defect was not identifiable during the inspection. Timely dispatch is sufficient to meet the deadline. The above does not apply to the purchase of consumer goods.

For entrepreneurs, the limitation period for statutory warranty claims is one year from delivery of the goods. The warranty period for used goods is one year from delivery of the goods.

#### 12. storage possibility and inspection of contract text

You can view these general terms and conditions on the Internet shop pages <http://www.obacafe.eu/agb.html> in each case.

You can also print or save this document by using the usual function of your Internet service program (=browser: there usually "File" -[gt] "Save as"). You can also download and archive this document in PDF format by clicking here. To open the PDF file, you need the free program Adobe Reader (at [www.adobe.de](http://www.adobe.de)) or comparable programs that support the PDF format.

Our order confirmation e-mail, which we send to you after your order to the e-mail address indicated by you, contains again the data of your order, our AGB and revocation instruction and can be stored e.g. over your e-mail program.

Your order data is stored by us, but for security reasons is not directly retrievable from you.

### 13. final provisions

The contract language is German. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance and jurisdiction for all disputes arising from this contractual relationship shall be the registered office of the provider. The same applies in the event that the customer is an entrepreneur and has no general place of jurisdiction in Germany. The provider is also entitled to sue the customer at his general place of jurisdiction.

If the customer is an entrepreneur, all amendments, collateral agreements, termination and cancellation of this agreement must be made in writing. This also applies to an amendment or cancellation of this clause.

The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In the case of consumers who do not conclude the contract for professional or commercial purposes, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.