

General Terms and Conditions

§1 Scope & consumer information

We (JAN 'N JUNE GmbH) will fulfil your order according to our GTC as valid at the time of the order. You can access the currently valid version of the GTC of JAN 'N JUNE GmbH (also referred to as “we” and “us”) on our website at www.jannjune.com in the section “GTC.” Exclusively our GTC apply to the entire business relationship.

German is the negotiation and contract language. Likewise, exclusively the following terms apply to all cross-border business. This choice of law applies to consumers, whereas only provided that the protection granted by compulsory provisions of the law of the state, where the consumer maintains his or her place of habitual abode, is not revoked. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

Your contract and order data, as well as the text of the contract will be stored by us but direct access will not be possible for reasons of security. However, you have the option to login on our homepage with your user name and password under “My account” and this way retrieve and, if necessary, edit your profile, address, order history and wishlist. Your personal login details are intended solely for you and they must not be disclosed or made accessible to third parties.

You have the option on our homepage, before you click on “buy now” in the course of the order process, to see the declaration that you intend to conclude a contract and the possibility to correct your information by clicking on the highlighted button “Edit information.”

§2 Registration

Registration is permitted only to natural persons with unlimited capacity to conduct business and registered partnership, as well as legal entities. Minors are not permitted to register. A legal entity may be registered only by a natural person who has power of representation and who must be appointed personally by name.

When filling out the registration request, truthful, accurate, current and complete statements must be entered where data is queried in the registration form. In case registrations of member accounts are not completed fully and in case of implausible or incorrect statements, we reserve the right to refuse registering a member, reverse the registration immediately, or delete the member account after an appropriate period.

You can delete your member account at any time. Please notice our Data Privacy Policy concerning questions on the storage of the data beyond the period of the membership.

§3 Conclusion of the contract

Our offers are non-binding and subject to change. The presentation on our websites does not constitute a legally binding offer to this end. You can place an order with us by telephone, via our homepage (internet) or by email. When ordering via our homepage, you will submit a binding offer to conclude a purchase contract for the desired items by clicking on the “Buy now” button. You will also make a binding offer when you place an order by phone, stating the order verbally or by email, by sending the email.

We are entitled to accept your offer within 14 calendar days by sending a contract confirmation (by post or email) or by fulfilling your order. If your offer should not be accepted by us within 14 calendar days the offer will be deemed rejected. No purchase contract will be concluded for products that are not listed in the order confirmation.

§4 Delivery

We deliver products in stock to you domestically by DHL or Hermes within at most 1-5 workdays following your order. In case of cash in advance payment, the delivery periods apply from the receipt of money on our account. Differing delivery periods will be indicated as part of the product description.

In case of shipments outside of the Federal Republic of Germany but inside of the EU, the delivery usually takes 5-14 workdays if the items are in stock. In case of shipments outside of the EU to non-EU countries, the delivery period will depend on the shipping method (airfreight/land transport/sea freight) and the place of receipt.

If you order a product that was not in stock according to the product description and if we are not supplied with this product by our suppliers at none of our fault, we can withdraw from the contract. In that case, we will inform you immediately and suggest the delivery of a comparable product if applicable. If no comparable product is available or you do not want a comparable product to be delivered, we will refund any already paid money without delay if applicable. In this case, the right to withdraw from the contract also applies.

We are entitled to make partial deliveries or partial performances, provided that this does not impair opposing interests. Should a partial delivery occur, we will of course assume the additional shipment costs. You will not incur any additional costs because of this.

The delivery period will extend appropriately if the delivery is obstructed due to force majeure. Force majeure is held equal in particular to any subsequent problems in the procurement of materials, unrest, strike, lockout, business interruption, fire, natural disasters, transport obstructions, change in legal regulations, pandemics, measures taken or ordinances decreed by authorities, or fi any other unpredictable events occur, which are outside of our wilful influence, and which have not been caused by us at our own fault in an objective consideration of the facts. If one of the aforementioned cases should occur, we will inform you of this without delay. If you are a business and if the obstruction of performance persists in the aforementioned cases for more than four weeks, you will furthermore have a right to

withdraw from the contract. Further claims, in particular for damage compensation shall be determined pursuant to Sec. 10 of these GTC.

§5 Right of revocation

Consumers have a statutory right of revocation. In the following, we will inform you of the scope and content of this right of revocation

Note: Please note that we have drafted the instruction on the right of revocation according to the sample text published by the lawmaker.

Instruction on the right of revocation

Right of revocation

(1) You have the right to revoke this contract within fourteen days without a statement of reasons.

The revocation period is fourteen days from the day on which you or a third party, who has been appointed by you and who is not the carrier, have taken the products into possession or, in case of a contract for the delivery of a product in several partial shipments or pieces, on the day on which you or a third party appointed by you, who is not the carrier, have taken the last partial delivery or the last piece into possession.

(2) To exercise your right of revocation, you have to inform us:

JAN 'N JUNE GmbH, Am Sandtorkai 27, 20457 Hamburg

Phone: +(49) 40 66893026

Email: customerlove@jannjune.com

in a clear statement (e.g. a letter sent by post or email) about your decision to revoke this contract. To do so, you can use the enclosed sample revocation form, but it is not mandatory to use it.

To observe the revocation period, it is sufficient if you mail the notification of the exercise of the right of revocation before expiration of the revocation period.

(3) Sample revocation form

– To JAN 'N JUNE GmbH, Am Sandtorkai 27, 20457 Hamburg, phone +(49) 40 66893026, email: customerlove@jannjune.com:

I/We (*) hereby revoke the contract I/we (*) have concluded for the purchase of the following goods (*)/ performance of the following service (*) – ordered on (*)/received on (*) – name of consumer(s) – address of the consumer(s) (*) – signature of the consumer(s) (only for notification on paper) – date _____

(*) strike if inapplicable.

(4) Consequences of revocation

If you revoke this contract, we shall refund all payments to you that we have received from you, including the delivery costs (except for the additional costs incurred because you have chosen a different delivery type than the one offered by us, which is the most efficient standard deliver), without delay and at the latest within fourteen days from the day on which the notification of your revocation of this contract was received by us. We will use the same payment instrument for this refund, as the one that you have used in the original transaction, unless explicitly agreed otherwise with you. You will never be charged any fees for this repayment. We can refuse to refund the payment until we have received the return of the products or until you have provided prove that you have returned the products, whichever is the earlier date.

You shall return the products to us by shipment or handover in person without delay, whereas in any case, at the latest within fourteen days from the day on which you have informed us of the revocation of this contract. The period will be deemed observed if you ship the products before expiration of the fourteen-day period. You shall bear the direct costs for the return shipment of the products. Please send your return to the following address:

livipur Logistikzentrum

JAN 'N JUNE GmbH

Steinmühlstraße 14

61352 Bad Homburg

DE Deutschland

You have to pay for any loss of value of the products only if this loss of value is due to a handling of the products that is not necessary for the check of their condition, properties and mode of functioning.

End of the instruction on revocation

§6 Costs for the return on exercise of the right of revocation

You shall bear the costs for the return shipment on exercise of your right of revocation.

§7 Prices

All indicated prices are amounts in euro and understood including the statutory value added tax. Gross prices may vary depending on the customer's delivery address as we are obliged to add the individual value added tax on products and shipping costs (inside the European Union). If the delivery address is outside the European Union, prices are net. In this case, the customer is obliged to pay the value added tax in the country of delivery. Postage and shipment costs will be incurred in addition according to the listing below under § 8.

At the same time, the customer bears the cost of import taxes and duties and the responsibility to arrange the appropriate payment.

§8 Shipment costs (domestic and international)

Please find all information on the costs of returns and postage and shipment costs for deliveries here: [Shipping & Returns](#)

§9 Terms of payment

The payment of the purchase price shall be due immediately on conclusion of the contract. If the due date of the payment on the invoice is determined by the calendar date, you will be in default already as soon as the date is missed. In the event of default, we will have the right to demand interest in the amount of 5 percentage points per year above the respective base interest rate. For legal transactions not involving a consumer, we reserve the right in the event of default to charge interest on claims for payment at an interest rate of nine percentage points above the base interest rate. We reserve the right to prove and claim higher default damage, Sec. 288 (3), Sec. 4 BGB [German Civil Code].

We accept payments via Shopify Payments and PayPal.

a) Payment via PayPal:

PayPal: You will pay the amount invoiced via the online payment provider PayPal. You have to register with PayPal or be registered there and then login with your user name and password, and instruct and confirm the payment to us (exception: guest access if applies). You will get more information about this in the course of the order process. Once the amount was received on our account, the product will be shipped.

Direct debit (SEPA-compliant): You do **not** need a PayPal account for this payment method and you will pay as usual by way of the direct debit procedure. The money will be debited from your account. PayPal sets the framework conditions for the payment process.

b) Payment via Shopify Payments:

Credit Card, SOFORT, giropay: Shopify Payments is an online payment service provider for credit cards, Apple Pay, SOFORT transferral, giropay and many more. In this case, Shopify Payments works as our payment service provide.

Please note that the payment confirmation using the payment method SOFORT can take up to two days which can possibly delay the shipment of your order.

In case of a return: As soon as we received the return, we will process it and the refund will be made directly via Stripe.

All payments shall be made to JAN 'N JUNE GmbH without deductions. A payment will be deemed received only once we can freely dispose over the amount.

Offsetting is not permitted, unless the claim to be offset is uncontested or has been found valid by final and absolute judgment or been acknowledged by us. You can exercise a right of withholding only to the extent that the claims result from the same contractual relationship. Exclusions do not apply if it is a counter claim, which results from a claim for services in kind, entitling to the refusal of performance, or if rights are claimed due to a defect.

General discount rule:

- 1.) Discount codes unfortunately cannot be considered in retrospect.
- 2.) Discount codes are cannot be applied on products for reduced prices.

§10 Warranty/Liability

The warranty is conforms to the legal regulations. In case of complaints, please provide proof of the purchase date by invoice or send us the article concerned by the complaint together with a copy of the invoice to JAN 'N JUNE GmbH, Am Sandtorkai 27, 20457 Hamburg. Normal wear and tear of the product does not establish a warranty claim.

You have the right to subsequent fulfilment and the right to withdraw from the contract or reduce the purchase price within the legal limits, for which we can choose between the correction of defects free of charge or replacement delivery (after performance) in the event of subsequent fulfilment. If the subsequent fulfilment fails, you will have the right at your choice in accordance with the law to either reduce payment or withdraw from the contract. We have the right to perform overall two reworking attempts. If one kind of subsequent fulfilment is practicable only at disproportionate costs, your right will be limited to the other kind of subsequent fulfilment.

We do not extend any warranty for damages and defects arising from improper use, operation and storage, careless or faulty care and maintenance, excessive use or improper repair by unauthorised service partners.

The warranty period in relation to businesses shall be reduced to one year for property defects, provided that no case of compulsory liability is given such as defined in particular in Sec. 478 BGB. Damage compensation claims shall remain unaffected by the shortened limitation period.

If the customer is a business, it shall inspect performed services directly on delivery according to the ordinary course of business to this end and, if a defect is found, it shall notify us thereof without delay. If the customer fails to notify us, the performance will be deemed approved, unless a defect is concerned that could not be detected in the inspection. If such a defect is found later on, the notification must be sent directly upon discovery; otherwise, the performance will be deemed approved also in consideration of this defect. It shall be sufficient to send the notification on time to preserve the rights of the customer. The regulations on the duty to notify of defects shall not apply if a defect was fraudulently concealed or if the customer is a consumer.

Minor deviations of the colour, design, and shape shall not constitute a defect, provided that the products conform to the ordered products in quality and price.

Further claims, in particular for consequential damage from defects, are generally excluded. This shall not apply in cases of intent, gross negligence or breach of essential contractual duties by us, nor in the case of injury to life, body or health. Your statutory right to withdrawal from the contract remains unaffected. Essential contractual duties are such, the fulfilment of which enables the proper execution of the contract in the first place and the fulfilment of which you regularly rely upon and may rightly rely upon.

The risk of accidental loss and accidental deterioration of the products in the distance sale shall transfer on the handover of the product to you or the recipient appointed by you. If you are not a consumer, meaning if you have not purchased the products exclusively for your private use, the risk of accidental loss and accidental deterioration of the products shall transfer to you upon the handover to the carrier.

We exclude our liability for simple negligent breaches of duty, provided that these relate to duties not essential to the contractor or to damages arising from the injury to life, body or health, or to warranties or claims pursuant to the Product Liability Act. The same applies to breaches of duty by our vicarious agents. In case of damages caused in any other way, we shall be liable for intent or gross negligence, including that of our vicarious agents, in accordance with the legal regulations. The same applies to damages caused through negligence, which arise from an injury to life, body or health. In case of property and financial damages caused through negligence, we and our vicarious agents shall be liable only in case of a breach of an essential contractual duty, whereas limited in the amount to the damages, which were predictable at the signing of contract and which are typical of the contract. Essential contractual duties are duties, the fulfilment of which is characteristic of the contract and upon which the customer may rely. The same applies to the breach of cardinal duties (duties, the fulfilment of which enables the proper execution of the contract in the first place and the fulfilment of which the customer regularly relies and may rightly rely upon).

As soon as the subsequent fulfillment variant selected by you exceeds the value of the item in a defect-free condition by 1.5 times or the value of the item in a defective condition by 2 times, we shall refuse the fulfillment.

§11 Care

Please take note of the washing instructions that you can find on the tags of the products. If you do not follow the care instructions correctly, or if the products are modified or care materials are used that we have advised should not be used or if items that we have expressly declared to be non-compatible with the products or which do not meet at least average quality standards, no warranty case will be given.

§12 Reservation of title

The delivered products shall remain our property until complete payment.

§13 Copyrights

The products and motifs that are sold and/or used by us are protected under copyrights. Any use of the motifs or reproduction of the motifs or products is permissible only with our written agreement. You are not granted any rights to use intellectual property or copyrights by payment of our claims. This applies in particular to all illustrations, designs, logos and names, as well as any trademark and utility patent rights. If you modify the object of delivery or combine the object of delivery with further materials and if the proprietary rights of third parties are thereby infringed upon, our liability will not apply anymore.

§14 Data storage

We strictly observe data protection. You consent to the storing, processing and use of your personal data gathered by us in your transmitted order in accordance with the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) for the processing of your order. We store your order and address data for use within the scope of the order processing (also by transmission to the order processing partners or shipment partners) for potential warranty cases and product recommendations to customers according to the content of our Data Privacy Statement and the applicable laws on data protection.

For the rest, the provisions of our Data Privacy Statement apply to the use of your data, which you can view [here](#).

§15 Applicable law

German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply to all disputes arising from or in connection with this agreement.

The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customer has his habitual residence as a consumer, shall remain unaffected.

The standards of the German Civil Code and the Introductory Act to the Civil Code, which are referred to in this document and applicable to the contract, can be found on the internet at www.gesetze-im-internet.de/bgb/ and www.gesetze-im-internet.de/bgbeg/.

The place of jurisdiction for all claims arising from or based on this business relationship including such for bills of exchange and cheques is Hamburg, provided that you are a merchant in the definition of the German Commercial Code, meaning not a consumer. In that case, we shall also have a right to sue you at the court competent for you.

§16 Final provisions

Even if individual provisions of the contract are invalid, the contract in the remaining part shall remain in full force and effect. If a provision should be or become fully or partly invalid, the contractual partners shall promptly work towards reaching the economic outcome intended by the invalid provision in another, legally permissible way.

§17 Seller information

JAN 'N JUNE GmbH, Am Sandtorkai 27, 20457 Hamburg

Phone: +(49) 40 66893026

Management: Anna Bronowski and Juliana Holtzheimer

Commercial register: Local Court of Hamburg, commercial register no. HRB 132949; VAT ID: DE296654645

Email [mail(at)jannjune.com]

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Hinweise gem. Art. 14 (1) ODR-VOR und § 36 VSBG:

Plattform der EU-Kommission zur Online-Streitbeilegung:
<https://ec.europa.eu/consumers/odr/>

Wir sind nicht bereit und nicht verpflichtet an einem Streitbeilegungsverfahren vor einer Verbraucherschlichtungsstelle teilzunehmen.

Alternative Dispute Resolution in accordance with Art. 14 (1) EU Online Dispute Resolution Regulation and Sec. 5 SBG [Law on Alternative Dispute Resolution for Consumers]:

The European Commission provides a platform for online dispute resolution (OS), which is accessible at <http://ec.europa.eu/consumers/odr/>.

We are neither obligated nor willing to participate in a dispute resolution procedure conducted by a consumer mediation office.