

General Terms and Conditions and Client Information

Scope of Application

These Terms and Conditions of the company Pro-Idee GmbH & Co. KG (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client" and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

A consumer pursuant to these Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

Conclusion of the Contract

1. The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.
2. The Client may submit the offer by the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the virtual basket. The Client may also present the offer to the Seller by means of telephone, fax, e-mail or postal service.
3. The Seller may accept the Client's offer within five days
 - o by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
 - o by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
 - o by requesting the Client to pay after he/she placed his/her order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

4. The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth day following the sending of the offer.
5. The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the contract's content will be stored on the Seller's website and can be found by the Client in the customer login via the password-protected customer account, provided the Client has created a customer account in the online shop prior to submitting his order.
6. The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.
7. The contractual language is English.
8. Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he/she provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

Sale on trial

The contract will be concluded subject to the condition precedent that the Client agrees with the ordered product before buying it (sale on trial). The contract shall be deemed concluded retroactively, if the Client signifies his approval to the Seller. If he does not signify his approval to the Seller but retains the goods without giving notice of rejection, the contract shall be deemed retroactively concluded at the end of 15 days following the receipt of the goods. The client's statutory right to cancel shall not be affected.

Right to cancel

Consumers are entitled to the right of cancellation. Detailed information about the right of cancellation are provided in the Seller's instruction on cancellation.

Instructions for cancellation & Cancellation form

Consumers, i.e. any individual acting for purposes which are wholly or mainly outside those individual's trade, business, craft or profession, are entitled to cancel any contract on the following conditions:

A. Instructions for cancellation

Right to cancel

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

By way of derogation, in the case of sale on trial, the cancellation deadline is 14 days beginning on the day on which the goods were approved. Approval can be granted within a period of fourteen days by explicit declaration addressed to us (for example by post, fax or e-mail). Furthermore, the approval is deemed to have been granted, if you do not reject the goods already delivered to you within a period of fourteen days by explicit declaration addressed to us (for example by post, fax, or e-mail). The approval period shall begin on the day following receipt of the goods.

To exercise the right to cancel, you must inform us (Pro Idee, Woodview Road, Paignton, TQ4 7SR, phone: 01803 677 916, email: info@proidee.co.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and not later than fourteen days after the day on which we are informed about your decision to cancel this contract. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You bear the direct costs of returning the goods. The direct costs of returning goods which are unsuitable for a return shipment by post, due to their nature (goods delivered by transport agency), are estimated at around a maximum of £ 50. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Exclusion and/or premature expiration of the right to cancel

The right to cancel is excluded for contracts for the supply of goods that are made to the consumer's specifications or are clearly personalized.

The right to cancel ceases to be available in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery.

The right to cancel ceases to be available in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

The right to cancel ceases to be available in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery.

General information

- Please prevent damage to and contamination of the goods. Please return the goods, if possible, in the original packaging with all accessories and all packaging components. If necessary, please use protective outer packaging. If you are no longer in possession of the original packaging, please use suitable packaging providing adequate protection against potential transport damage.
- Please do not return the goods freight forward.
- Please note that the above general information in section 1 and 2 is not a precondition for effectively exercising your right to cancel.

Cancellation form

If you wish to cancel this contract, please complete and submit this [form](#).

Pro Idee
Woodview Road
Paignton
TQ4 7SR
United Kingdom

By phone:

By fax:

By email:

[Download cancellation form](#)

Price and Delivery Costs

1. Unless otherwise stated in the product descriptions, prices indicated are end prices and include the statutory value-added tax. Any possible additional delivery and dispatch costs are specified separately in the respective product description.
2. For deliveries to countries outside the European Union, additional costs may arise which are beyond the Seller's control. They shall be borne by the Client. Such costs are for example money transfer costs (transfer fees, exchange rate charges) or customs duties or import taxes.
3. Payment can be made using one of the methods mentioned in the Seller's online shop.
4. If payment in advance has been agreed upon, payment shall be due immediately upon conclusion of the contract.
5. When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter called "PayPal") subject to the PayPal terms of use which can be viewed [at](#). In case the Client has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed [at](#).

Shipment and delivery conditions

1. Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless otherwise agreed.
2. Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client hereby exercises his right of cancellation, or if he/she has been temporarily impeded to receive the offered service, unless the Seller has notified the Client for a reasonable time in advance about the service.
3. The Seller reserves the right of partial delivery. In this case the Seller informs the Client at which point of time all instalments will be delivered. Delivery should be completed within a reasonable period of time. Additional costs will not be claimed for such partial delivery. However, if the Client has asked for partial delivery, the Seller reserves the right to charge the Client the additional delivery costs.
4. The risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client when they come into the physical possession of the Client or a person identified by the Client to take possession of the goods. Should the Client act as a trader, the risk of accidental destruction and accidental deterioration in the event of a sale by dispatch shall be transferred upon delivery of the goods to a qualified transport person at the Seller's place of business.
5. The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies, if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability

- of the goods he shall inform the Client without delay and payments made by the Client will be immediately refunded.
6. Collection by the Client is not possible for logistical reasons.
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Liability for defects

Should the object of purchase be deficient, statutory provisions shall apply.

- If the Client is a trader
 - a marginal defect shall generally not constitute claims for defects,
 - the Seller may choose the type of subsequent performance,
 - for new goods, the limitation period for defects shall be one year from transfer of risk,
 - for used goods, rights and claims for defects are generally excluded,
 - the limitation period shall not recommence, if a replacement delivery is carried out within the scope of liability for defects.
 - If the Client is a consumer and he uses his short-term right to reject the product, he has to return the product at his cost.
 - For traders, the aforementioned limitations of liability and the restrictions of limitation periods in Section 6.2 do not refer to claims for damages and reimbursement of expenses that the buyer may assert due to statutory provisions for defects according to Section 7.
 - Furthermore, for traders the statutory limitation periods for recourse claims remain unaffected. The same shall apply for traders and consumers in the event of willful intent or gross negligence and fraudulent concealment of a defect.
 - If the Client is a businessperson, he has the commercial duty to examine and notify defects. Should the Client neglect those duties, the goods shall be deemed approved.
 - The forwarding agent has to be immediately notified by the Client of any obvious transport damages and the Seller be informed accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.
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Liability

The Seller shall be liable for any contractual and quasi-contractual claims and for claims of liability in tort regarding damages and effort compensation as follows:

- The Seller shall face unlimited liability
 - in case of intent or gross negligence,
 - in case of injuries of life, body or health resulting from intent or negligence,
 - in case of a promise of guarantee, unless otherwise provided,
 - in case of liability resulting from mandatory statutory provisions such as the product liability and safety law.
 - Provided that the Seller negligently infringes an essential contractual duty, the liability to pay damages shall be limited to the foreseeable, typically occurring damage, unless unlimited liability applies pursuant to Section 7.1. Essential contractual obligations are obligations the contract imposes on the Seller according to its content to meet the purpose of the contract and whose fulfillment is essential for the due and proper implementation of the contract and on the fulfillment of which the Client can regularly rely.
 - For the rest the Seller's liability is excluded.
 - The aforementioned provisions on liability apply also for the Seller's liability regarding his legal representatives and vicarious agents.
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Law and jurisdiction

1. If a Client acts as a consumer pursuant to Section 1.2, any contractual relationships between the parties are governed by the law of the country where the Client has his habitual residence, excluding the UN-Convention on Contract for the International Sale of Goods and the courts of the State where the Client is domiciled will have exclusive jurisdiction over any dispute relating to these relationships.
 2. If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties is governed by the law of the country where the Seller has his place of business, excluding the UN-Convention on Contract for the International Sale of Goods and the courts of the State where the Seller has his place of business will have exclusive jurisdiction over any dispute relating to these relationships.
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Information about online dispute resolution

The EU Commission provides on its website the following link to the [ODR platform](#).

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.
