

## General terms & conditions for consumers

Last updated November, 2021

The following General Terms and Conditions (GTC) govern all legal relationships between WOODandMORE Petzak-v. Schwedler & v.Schwedler GbR ("Provider" in the following); Coppistr. 3, warehouse 4; 16227 Eberswalde – Germany; Tel. 0049 (0)3334 2894809; Fax 0049 (0) 3334 2795427; (m)/(www.woodandmore.com; [kontakt@woodandmore.de](mailto:kontakt@woodandmore.de) and their customers which are constituted either through the WOODandMORE online store (url: [www.woodandmore.de](http://www.woodandmore.de) or [m.woodandmore.de](http://m.woodandmore.de)) or formed via e-mail, fax, letter, telephone or other means of communication.

The GTC fulfill the requirements of the German law.

All consumer information will be sent to the customer via e-mail, letter or fax after ordering. The customer may copy these GTC for the purpose of printing or saving them.

### In General

The GTC do only apply to customers who are consumers. According to § 13 BGB a customer is a consumer who completes a transaction with WOODandMORE (eg a purchase) as a natural person and the purchase cannot be attributed to the customer's commercial or independent professional activity. If you are an entrepreneur according to § 14 BGB, there are different terms which we provide upon request. You are also considered a consumer, if you run a business and the product purchased does not serve your company or business purposes.

### Formation of Contract

The presentation of goods in the online store does not represent a binding offer by the Provider to conclude a sales contract. The customer is hereby only invited to submit a binding offer by ordering. By sending the order the customer gives a binding offer directed at the conclusion of a sale of the goods contained in the basket. By sending the order the customer accepts that these terms and conditions alone prevail to the legal relationship with the Provider. Before clicking the order button, the customer can change his order and the specified data at any time.

The Provider confirms the reception of the customer's order by sending an automatic confirmation e-mail. This confirmation is not yet accepting the contract offer by the Provider. It only serves to inform the customer that the order has been received by the Provider. The declaration of acceptance of the offer is concluded by either the delivery of the goods or an explicit declaration of acceptance.

### Prices and payment condition

The prices at the time of order apply. All prices are retail prices in Euro including the legally applicable VAT excluding shipping and payment costs. The customer may pay in advance by means of EU-SEPA or IBAN/SWIFT and Paypal (if available). For individual offers (e.g. via e-mail) only payment through bank transfer (EU-SEPA) is accepted. The currently applicable fees are available on the Internet: <http://www.woodandmore.de/eng-shipping-and-handling.htm>  
Payment via installments is not available.

If bank transfer fees incur by the customer's bank, the customer also contributes these fees to the final price plus shipping and payment costs. The payment has been completed, if the entire invoice amount is credited to the account of the Provider. If after 7 days following a payment reminder the invoice amount has not been credited to the account the Provider reserves the right to cancel the order.

### Delivery, shipping and handling

Your order will be delivered by a logistics company (e.g. Emons), a parcel service (e.g. UPS, DHL and its associates ) or another designated logistics service. Voluminous orders or orders with parcels longer than 2m are – within Germany – shipped via a logistics company. The delivery is made on weekdays from Monday to Friday from warehouse to the front curb of your specified delivery address.

The delivery with a parcel service or its associated companies is made, unless otherwise agreed, on weekdays from Monday to Friday from warehouse to your specified delivery address up to the first closed door. If the consignee is not present, the parcel service reserves the right to deliver the consignment to a neighbour or to a nearby service point belonging to the shipping service.

Shipping to islands: The feasibility of shipping to islands (e.g. Fehmarn, Sylt, Rügen) must be checked and confirmed by us before each such order. Otherwise we reserve the right to refuse or cancel the order.

Shipping charges apply. Please see our table of shipping costs (all charges include the legally applicable VAT):

<http://www.woodandmore.de/eng-shipping-and-handling.htm>

The shipping costs are calculated immediately during the ordering process and are displayed in the basket before completing the order.

If not stated otherwise during the ordering process, the goods are shipped approximately 3-5 days after the full invoice amount has been credited to the Provider's account (in case of payment by cash on delivery – after the order has been confirmed).

The customer receives his goods in such a small number of individual deliveries as possible. The customer is immediately informed about any delays in delivery by the vendor. The delivery of goods is at risk of the Provider. The risk of accidental loss and accidental deterioration of the goods passes upon delivery of the goods to the customer over to him.

Should the goods - due to negligence on the part of the customer (eg mistakenly refused attempt of delivery, letting the depot storage time elapse or incorrect address) - have to be sent again, shipping costs will be charged again.

### Warranty and Liability

The statutory provisions of the German law apply.

Please note that some of the goods are made of solid wood. Due to the composition of this material, we reserve the right of slight color and measurement deviations. Furthermore, it may happen in the course of time that the wood darkens. This is a natural process and not a defect of the goods.

### Cancellation Policy

#### Right of Withdrawal

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

The withdrawal period of fourteen days begins from the date you - or a representative of you, or a third party who is not the carrier - has taken possession of the last piece of goods.

To exercise your right of cancellation, you must inform us (woodandmore / Petzak-v. Schwedler & v. Schwedler GbR, Coppistr. 3, warehouse 4; 16227 Eberswalde – Germany; Tel. 0049 (0)3334 2894809; Fax 0049 (0) 3334 2795427; Email: [kontakt@woodandmore.de](mailto:kontakt@woodandmore.de)) via means of a clear statement (eg consigned by post mail, fax or email) about your decision to withdraw from this contract. You can use the model withdrawal form which is not mandatory, however.

In order to observe the withdrawal period it is sufficient for you to send the message of withdrawal before the withdrawal deadline.

#### Consequences of Withdrawal

If you withdraw from this contract, we give you all the payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you have chosen a type of delivery other than the least expensive standard type offered by us), and must be repaid immediately - at the latest within fourteen days - from the date on which the notice of your cancellation of this contract is received by us.

For this repayment, we use the same method of payment that you used for the initial transaction, unless you explicitly agreed otherwise; in any case will you be charged fees for this repayment.

We will collect the goods. You bear the direct cost of returning the goods in the amount of the shipping costs calculated for your order / the returned goods.

You only need to pay for any diminished value of the goods, if the deterioration in value is due to a not necessary to ascertain the nature, characteristics and functioning of the goods dealing with them.

#### The right of cancellation does not apply for

- the supply of goods which are not prefabricated and for whose production an individual choice or decision by the consumer is important or which are clearly tailored to the personal needs of the consumer.
- the supply of goods which are due to their nature inseparable from other goods.

[End of cancellation policy]

### Privacy

The current Data Privacy Policy applies. You can view, download and save the Data Privacy Policy online at <https://www.woodandmore.de/eng-data-privacy-statement.htm>

### Final Determination

If the ordering party is a trader, merchant, dealer or similar person acting for commercial purposes, our business seat shall be the place of jurisdiction. German law shall apply. This choice of law shall only apply to consumers if and in as much as it corresponds with the scope of consumer protection provided by the mandatory laws of the consumer's country of residence. The UN-Convention on contracts for the international sale of goods (CISG) is excluded.

Your contractual partner / Business address:

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Felix Petzak-von Schwedler