

## General Terms & Conditions

### §1 Scope, definitions

(1) For the business relationship between the seller “Charlie’s Gold- & Silberschmiede” (hereinafter “Seller”) and the customer (hereinafter “Customer”), only the following General Terms and Conditions (hereinafter “GTC”), in the version valid at the time of the order, apply. Deviating general terms and conditions of the Customer are not recognized unless the Seller explicitly agrees to their validity in writing.

(2) The Customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), provided that the purpose of the ordered deliveries and services cannot primarily be attributed to his commercial or independent professional activity. On the other hand, an entrepreneur is, according to section 14 of the BGB, any natural or legal person or legal partnership who, when entering into the contract, acts in the exercise of their commercial or independent professional activity.

### § 2 Conclusion of a contract

(1) The product descriptions on the website of the Seller represent non-binding offers. The Customer can choose between products that are not prefabricated and that are produced exclusively on the basis of an individual selection or determination of the Customer (see "Individualised product-on-request" in passage (2)), products that are in-store and can be purchased directly in the online shop of the Seller without any customization (see "Ready-made goods" in passage (3)), and products that are not featured in the online-shop and that are designed and produced based completely on the personal needs and wishes of the Customer (see “Custom-made products” in passage (5)).

(2) Individualised product-on-request: Products, that are not prefabricated and that are produced exclusively on the basis of an individual selection or determination of the Customer, are clearly labelled as “handcrafted for you”. In the product description, such products are additionally labelled as “Individualised product-on-request”. The estimated production time is to be understood as of the invoicing date. Individualised product-on-request have a button “Add to cart” on the product page. By clicking on that button, the Customer can add the product to the shopping cart. The customer can see through the order details again using the “Checkout” button. Via the desired payment button, for example “PayPal”, the customer makes a binding purchase offer for all the products in the shopping cart. Before submitting the order, the customer can of course change and view the order details at any time. By clicking on the desired payment button, the customer declares the agreement to the validity of the general terms and conditions and the provisions on the right of withdrawal.

For such orders, the Customer pays through one of the available payment forms at the invoicing date and before production start (see passage (4)).

(3) Ready-made goods: Products which are in-store and can be purchased directly in the online shop of the Seller without any customization are clearly marked as "Available" in the online shop. In the product description, these products are also marked as "ready-made goods" and the inventory is given as "in stock". As the products are already produced, no production time is stated. Ready-made goods have a button "Add to cart" on the product page. By clicking on that button, the Customer can add the product to the shopping cart. The customer can see through the order details again using the “Checkout” button. Via the desired payment button, for example “PayPal”, the customer makes a binding purchase offer for all the products in the shopping cart. Before submitting the order, the customer can of course change and view the order details at any time. By clicking on the desired

payment button, the customer declares the agreement to the validity of the general terms and conditions and the provisions on the right of withdrawal.

For such orders, the Customer pays through one of the available payment forms at the invoicing date and before production start (see passage (4)).

(4) When purchasing ready-made goods or an individualised product-on-request, the Seller sends the Customer an automatic confirmation of receipt by email after ordering in the online shop, which the Customer can print out. The automatic confirmation of receipt only documents that the Customer's order has been received by the Seller and does not represent an acceptance of the request. The contract is only concluded when the Seller submits the declaration of acceptance, which is sent in a separate email (order confirmation). In this e-mail or in a separate e-mail, but no later than upon delivery of the product(s), the contract text (consisting of the order, purchase conditions and order confirmation) is sent to the customer by e-mail (contract confirmation). The contract text is stored in compliance with data protection in accordance with the GDPR (General Data Protection Regulation; German: DSGVO).

(5) Custom-made products: The Customer can inquire about products that are not featured in the online-shop and that are designed and produced based completely on the personal needs and wishes of the Customer via the "Custom-made jewelry" sub-page. On this page, the Customer will find the Seller's contact form, where the Customer can send an order request. For all inquiries that are sent to the Seller via the contact form, the Seller works out the product specifications together with the Customer. The Seller then sends the Customer an overview of the agreed product specifications, the expected delivery date, price and any other costs (for example for delivery). The Customer must confirm this overview to the Seller clearly and in writing (e.g. by email) within 10 working days. This is to be understood as a declaration of acceptance and the contract is thus concluded. If the confirmation is not received within 10 working days, the provider is no longer bound by his offer. In a separate e-mail, at the latest when the products are delivered, the contract text (consisting of the order, purchase conditions and order confirmation) is sent to the customer by e-mail (contract confirmation). The contract text is stored in compliance with data protection in accordance with the GDPR (General Data Protection Regulation; German: DSGVO).

In the case of such orders, the Seller can, at its own discretion, demand that part of the purchase price or the entire purchase price must be paid before production start. The remaining purchase price must be paid in full at the latest after completion and before delivery of the product(s). If the Customer has not paid the full purchase price within 6 months after completed production, the Seller is entitled to keep the part of the purchase price that has already been paid in and to melt down or sell the ordered products.

(6) The contract is concluded in German or in English.

## § 2.1 Goldsmith courses – registration and participation

(1) The participation in goldsmith courses is possible after a binding registration. The registration happens by signing a registration notice in which the customer explicitly acknowledges the applicability of these general terms and conditions. After confirmation of the course date(s) by the Seller and the payment of the course fee by the Customer, a binding agreement has been reached.

(2) The transfer of agreed and paid course dates onto another participant is possible, if agreed upon by the Seller. The Customer remains, however, the ultimately liable person in terms of adhering to these general terms & conditions, the payment for the course material as well as the responsibility for the new participant.

(3) Underaged course participants (minimum age 14 years) have to be registered by at least one parent or legal guardian. That parent or legal guardian is liable for any grossly negligent actions by the underaged course participant within the facilities of the Seller.

### § 3 Delivery, product availability

(1) The Seller sends its products worldwide on request. The delivery times specified in the online shop apply to delivery within Germany. For deliveries to addresses outside of Germany, the delivery time may be longer, depending on the destination. This depends on the service speed of the selected postal delivery service. The delivery is always sent as a standard package.

(2) Delivery times specified by the Seller are calculated from the invoicing data (the order confirmation date), provided that the full purchase price has been paid in advance and, in the case of individualised product-on-request, are to be understood as additional time added on top of the stated production time.

(3) If there are no items in stock when ordering a ready-made product, the Seller shall notify the Customer of this immediately in the order confirmation. If the product is permanently unavailable, the Seller will not make a declaration of acceptance. A contract is not concluded in this case.

(4) If the product specified by the Customer in the order is only temporarily unavailable, the Seller will inform the Customer of this in the respective product description on the website. It is possible to pre-order products. The delivery times for a pre-order may vary depending on the product. The Customer will be informed about this and can also inquire about delivery times before concluding the contract.

(5) The delivery time for a custom-made product depends on the product specifications and is communicated to the Customer before the declaration of acceptance.

(6) If delivery to the Customer is not possible because the Customer has an incorrect or incomplete delivery address, a new delivery attempt will only be made if the Customer pays the costs for the new delivery. The additional costs for the new delivery will be communicated to the Customer by email and the new delivery will only take place after receipt of payment.

### § 4 Retention of title

(1) The delivered products remain in the property of the Seller until full payment has been made.

#### § 4.1 Goldsmith courses - retention of title

(1) The jewellery that is produced during the goldsmith courses as well as all purchased material and stones remain in the property of the Seller until full payment has been made.

## § 5 Prices and shipping costs

(1) All prices quoted on the Seller's website include the applicable taxes and are stated in euros. The prices can be changed by the Seller at any time, for example to reflect changing costs for the material or the performed service.

(2) The package is sent from the address of the Seller (Waschgrabenstrasse 11, 23730 Neustadt in Holstein, Germany). The corresponding shipping costs are provided to the Customer in the order form and are to be borne by the Customer, unless the Customer makes use of his right of withdrawal. Delivery to addresses within Germany is generally free of charge. For deliveries outside of Germany, shipping costs apply. The Customer can find this on the "Shipping costs" subpage on the Seller's website. The Customer has to pay these costs for each individual order. Repeat orders count as new orders.

(3) If the delivery is made to countries outside the European Union, additional costs may apply. These are to be borne by the Customer and cannot be influenced by the Seller. Possible additional costs include, for example, import duties and taxes.

(4) The Seller bears the shipping risk if the Customer is a consumer.

(5) In the event of a withdrawal from the contract, the Customer has to bear the direct costs of the return. The products must be sent to the address of the provider (Waschgrabenstrasse 11, 23730 Neustadt in Holstein, Germany). The Customer does not bear any shipping costs if the ordered products have been delivered incorrectly or defective.

### § 5.1 Goldsmith courses – course fee

(1) The course fee is to be paid at the latest 14 days before the agreed-upon course date. The payment can either be done directly in the shop of the Seller or by bank transfer. The course fee includes the applicable taxes.

(2) The cost for material (including stones) for the course is not included in the course fee and is charged separately. These costs have to be paid by the Customer latest at the course date.

(3) The costs for material are based on the prices at which the Seller is able to purchase the material at that point in time and apply to that specific order. Repeat or subsequent orders are considered new orders and can thus result in different cost for material.

## § 6 Payment options

(1) The Customer can make the payment via PayPal, Klarna or direct bank transfer. If the Customer does not have a PayPal or a Klarna account, the Customer can also pay by credit card via PayPal or Klarna.

(2) Transfer and exchange fees: If the Customer instructs the payment, for example from a non-EU country, costs for the payment / money transfer may also apply if the delivery takes place within the EU. The Customer has to bear such costs.

(3) When purchasing an "Individualised product-on-request" or a "ready-made good" and paying via PayPal, the purchase price will only be debited on the invoice date when the order is confirmed. Until then, the amount is reserved for the selected payment method. When paying via Klarna, the purchase price is debited according to the chosen payment form. In the case of direct transfer, the

amount will be transferred at the time of the order and if necessary, if the order is not accepted, transferred back by the Seller. In such a case, the Customer will not incur any additional costs.

## § 7 Warranty and garanty

(1) The Seller is liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB. For entrepreneurs, the warranty period for items delivered by the Seller is 12 months.

(2) If the Customer is an entrepreneur, in order to maintain the Customer's claims for defects, defects must be reported to the Seller in writing immediately, but no later than two weeks after delivery. The defective items are to be kept ready for inspection by the Seller in the condition in which they were at the time the defect was discovered.

(3) An additional guarantee only exists for the goods delivered by the Seller if this was expressly given in the order confirmation for the respective product.

(4) The Seller uses natural products (e.g. gemstones) and these may differ in color, brightness, luminosity and inclusions (especially with amber) from the pictures in the online shop. Each product is handmade and may therefore differ slightly from the pictures in the online shop. Such deviations are due to the nature of the material and the production method and do not constitute grounds for complaint.

## § 8 Liability

(1) Claims by the Customer for damages are excluded. This does not apply to claims for damages of the Customer resulting from injury to life, limb, health or from the breach of material contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Seller, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the goal of the contract.

(2) In the event of a breach of material contractual obligations, the Seller is only liable for the contractually typical, foreseeable damage, if this was simply caused by negligence, unless the Customer is entitled to compensation for damage to life, limb or health.

(3) The limitations of paragraphs 1 and 2 also apply in favor of the legal representatives and vicarious agents of the Seller, if claims are asserted directly against them.

(4) The limitations of liability resulting from paragraphs 1 and 2 do not apply if the Seller fraudulently concealed the defect or assumed a guarantee for the quality of the item. The same applies if the Seller and the Customer have made an agreement on the nature of the item. The provisions of the Product Liability Act remain unaffected.

### § 8.1 Goldsmith courses - liability

(1) The participation in goldsmith courses happens solely at your own risk. The Seller assumes no liability for accidents, thefts, loss, damage to property or personal injury, even if these are caused by third parties. However, the legal liability for intent and gross negligence on the part of the Seller remains unaffected. As a course participant, the Customer is liable for property damage and personal injury.

(2) In the course, the correct operation of tools and machines is explained to the Customer. The instructions of the provider must be followed to avoid accidents, injuries and damage to property. The Customer undertakes to handle tools and machines carefully and in the proper manner. The Customer only uses rotating or cutting machines under the supervision of the Seller. When handling fire and gas burners (soldering and melting), caution and vigilance are required.

## § 9 Right of withdrawal

(1) Consumers generally have a statutory right of withdrawal when concluding a distance selling transaction, which the Seller informs about in accordance with the statutory model below. The exceptions to the right of withdrawal are regulated in paragraph (2). In paragraph (3) there is a model withdrawal form.

### **Right of withdrawal**

The Customer has the right to withdraw from this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the day on which the Customer or a third party named by the Customer who is not the carrier has taken possession of the goods.

In order to exercise the right of withdrawal, the Customer must send a clear declaration to the Seller (Charlie Cremer, Waschgrabenstrasse 11, 23730 Neustadt in Holstein (Germany), phone: +49 4561 52 62 332, email: info@charlies-goldschmiede.de) (e.g. a letter sent by post or email) of the decision to withdraw from this contract. The Customer can use the attached model withdrawal form for this purpose, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for the Customer to send the notification of the exercise of the right of withdrawal before the cancellation period has expired.

### **Consequences of the withdrawal**

(1) If the Customer cancels the contract, the Seller has to immediately reimburse the Customer all payments that the Seller has received from the Customer, including the shipping costs (with the exception of the additional costs resulting from the fact that the Customer chose a different type of delivery than the standard delivery option offered by the Seller). The reimbursement will happen at the latest within fourteen days from the day on which the notification of the withdrawal from this contract was received by the Seller. For this repayment, the Seller uses the same means of payment that the Customer used in the original transaction, unless something else was expressly agreed with the Customer; In no case will the Customer be charged fees for this repayment. The Seller can refuse the reimbursement until the Seller has received the goods back or until the Customer has provided evidence that the Customer has sent the goods back, whichever is earlier.

The Customer must return or hand over the goods to the Seller immediately and in any case no later than fourteen days from the date on which the Customer informed the Seller of the withdrawal from this contract. The deadline is met if the Customer sends the goods before the period of fourteen days has expired.

The Customer bears the direct costs for returning the goods. The Seller may ask the Customer to choose a delivery option with better insurance. In this case, the Seller bears any costs that are

incurred in addition to the costs for a standard delivery. The Seller can also ask the Customer to use the original packaging to return the goods. This is intended for the special protection of the goods during transport.

The Customer only has to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check the condition, properties and functionality of the goods.

(2) The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and that are produced exclusively on the basis of an individual selection or determination of the Customer or on the basis of the personal needs and wishes of the Customer. This applies to “Individualised product-on-request” and “custom-made products” (see the description under § 2 conclusion of contract).

(3) The Seller informs about the model withdrawal form according to the legal regulation as follows:

### **Model withdrawal form**

(If you want to cancel the contract, then you may fill in this form and send it back.)

- To

Charlie Sophie Cremer

Waschgrabenstraße 11

23730 Neustadt in Holstein (Deutschland)

Telefon: +49 4561 52 62 332

E-Mail: [info@charlies-goldschmiede.de](mailto:info@charlies-goldschmiede.de)

- I / we (\*) hereby revoke the contract concluded by me / us (\*) on the purchase of the following goods (\*) /
- ordered on (\*) / received on (\*)
- name of the consumer(s)
- address of the consumer(s)
- signature of the consumer(s) (only when notified on paper)
- date

(\*) Please delete as appropriate.

### **§ 9.1 Goldsmith courses – right of withdrawal**

(1) Withdrawal from the course registration is possible up to 14 days before the start of the course. If the Customer does not cancel in time, the course fee must be paid in full; course fees that have already been paid cannot be refunded. If individual course dates cannot be attended, transfer to a substitute participant is possible.

(2) Materials that have already been firmly ordered for a course in agreement with the Customer must be paid for in any case. Special purchases and firm orders cannot be returned or credited.

(3) In the event that the Customer has to cancel a course block due to illness or a compelling reason, the customer will receive a voucher and can catch up on the course on another date to be agreed.

(4) If an agreed course cannot be carried out by the Seller, the Seller offers the Customer an alternative appointment or alternatively a refund of the course fee.

## § 10 Dispute settlement

(1) The Customer agrees to the storage of personal data as part of the business relationship with the Seller, in compliance with data protection laws, in particular the BDSG and the GDPR (German: DSGVO). A transfer of data to third parties does not take place unless this is necessary for the execution of the contract.

(2) As far as the Customer transmits the data from third parties, the Customer assures that the Customer has obtained the consent of the third party and releases the Seller from any claims in this regard.

(3) The rights of the Customer or the person affected by the data processing arise in particular from the following standards of the GDPR:

- Article 7 Paragraph 3 - Right to withdraw a data protection consent
- Article 15 - Right to receive information, right to confirmation and right to request a copy of the collected personal data
- Article 16 - Right to rectification
- Article 17 - Right to cancellation ("Right to be forgotten")
- Article 18 - Right to restriction of processing
- Article 20 - Right to data portability
- Article 21 - Right to object
- Article 22 - Right not to be subject to a decision based solely on automated processing, including profiling
- Article 77 - Right to lodge a complaint with a supervisory authority

(4) In order to exercise his rights, the Customer or the person concerned is asked to contact the Seller by email or, in the event of a complaint, to contact the competent supervisory authority.

## § 11 Dispute resolution for consumers

(1) The EU platform for out-of-court online dispute resolution can be reached at the following Internet address:

<https://ec.europa.eu/consumers/odr/>

(2) The Seller is neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board.

## § 11 Final provisions

(1) Contracts between the provider and the customer shall be governed by the law of the Federal Republic of Germany under exclusion of the UN Sales Convention. The statutory provisions restricting the choice of law and the applicability of mandatory regulations, in particular of the state in which the Customer as a consumer has his habitual residence remain unaffected.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Seller is the Seller's headquarters in Neustadt in Holstein (Germany).

(3) The contract remains binding in its remaining parts even if individual points are legally ineffective. In place of the ineffective points, the statutory provisions apply, if they exist. To the extent that this would represent unreasonable hardship for one of the contracting parties, the contract as a whole becomes ineffective.

(4) In the event of deviations between the German and English versions of the General Terms & Conditions, the German version takes precedence.

(5) In the event of discrepancies between this version on my website and the following PDF version, the version on my website takes precedence.

Last updated: 24.10.2022