

General Terms and Conditions

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1. Preamble

In the interest of a friendly and orderly relationship with our customers, the following general terms and conditions apply to all business contacts, in particular to concluded purchase orders.

The contract language is German. Any English translation is solely for information purposes. In cases of dispute, the German wording applies.

Our shop www.olaf-nasensauger.com has been declared an “EHI geprüfter” [EHI certified] Online Shop. To maintain this status, we are surveyed on a regular basis by the EHI Retail Institute GmbH to ensure that we adhere to the criteria of the EHI code of conduct. You can see this code of conduct here: <https://ehi-siegel.de/shopbetreiber/ehi-siegel/pruef-kriterien-bedingungen/pruef-kriterien/>.

2. *** Right of Withdrawal ***

Consumer Right of Withdrawal

Consumers have a statutory right of withdrawal. A consumer is any natural person concluding a legal transaction that is primarily neither commercial nor ascribable to his or her self-employed occupation.

*** Right of Withdrawal ***

You may declare the withdrawal from your contractual statement in text form (e.g. letter, e-mail) or by returning the merchandise within a period of 14 days from the date of receipt of the goods by you or a third party named by you, not the carrier of the goods. You do not have to give grounds for the withdrawal. To exercise your right of withdrawal, you must inform us in writing (e.g. a letter sent by mail, fax or e-mail) clearly declaring your withdrawal.

The withdrawal is to be addressed to:

Edith Binder, BINDER MARKETING, Tulpenstr. 12/1, 76307 Karlsbad - Langensteinbach, Tel: +49 (0) 7202/937258, Fax: +49 (0) 7202/938583

You may use the attached [withdrawal form template](#). It is, however, not obligatory to do so.

The timely dispatch of the withdrawal is sufficient for compliance with the cancellation period.

***** Consequences of Withdrawal *****

In the case of a valid withdrawal, all payments we have received from you, as well as shipping costs (not including any additional costs that arise due to the choice of a delivery method other than the most favourable standard delivery offered by us), are to be reimbursed by us immediately and at the latest within 14 days of the date we receive your withdrawal. For this reimbursement we will use the same payment method used by you for the original transaction, except when otherwise stipulated. You will not be charged for the reimbursement.

We are entitled to refuse reimbursement until receipt of the merchandise or until you have provided evidence that you have returned the goods, whichever is earlier.

You are obliged to return the goods immediately and in any case at the latest within 14 days from the date when you informed us about your withdrawal from the contract, either by post or in person.

The timely dispatch of the goods is sufficient for compliance with the cancellation period of 14 days. You are obliged to bear the costs of the return shipment.

3. Conclusion of Contract

The contract language is German. German law shall apply exclusively.

The presentation of the products in the online shop is not a legally binding offer, but a non-binding online catalogue. By clicking the “order now” button, you place a binding order for the goods in your shopping cart. The confirmation of the receipt of your order is made together with the acceptance of your order immediately after sending, by automated e-mail. With this e-mail confirmation, the purchase contract is concluded.

4. Order Process

You order from our shop by

- 1) Placing articles in your shopping cart
- 2) Entering your delivery and payment data
- 3) Providing your e-mail address in order to allow us to inform you about your right to withdraw
- 4) Confirming on the order check page that your data is correct
- 5) Clicking the “order now” button at the end

You accept a binding offer by going through the online order process, entering the required information and clicking on the “order now” in the last step.

Your orders will be stored by us.

If you lose your documents for the purchase, please contact us via phone/e-mail/fax. We will then provide you with a copy of the order data.

5. Prices and Shipping Costs

[Detailed shipping information](#) is to be found on a separate page.

Our prices and the shipping costs are to be borne by the purchaser, including value-added tax of currently 19%

6. Delivery and Payment

Information about payment in advance or via PayPal with integrated payment options for debit or credit card can be found here: [detailed information about payment methods](#).

Orders and delivery are only possible within Germany and Austria.

The prices are valid as of order date.

Goods will be shipped within 1 - 3 working days from receipt of payment to the address stated by customer.

Please note that a bank transfer may take up to three working days.

DPD does deliver parcels on Saturdays. With Sundays and bank holidays the delivery time extends accordingly.

In the case of delivery delays we will inform you immediately.

7. Retention of Title

Until full payment is received, the ordered goods remain the property of Edith Binder.

8. Warranty

The statutory warranty is applicable. The limitation period for statutory claims for defects is 2 years, beginning from the date of delivery, in other words from receipt of the goods by the purchaser. The guarantee period for the nasal aspirator is 1 year from the date of purchase.

The returned goods must be accompanied by a copy of the invoice. The warranty does not cover defects that occur due to improper use. For contact details of the warranty-giver, see point 12.

Independently of the warranty, consumers have certain statutory rights regarding guarantees and liability for defects. The warranty does not affect the purchaser’s statutory rights.

9. Info According To § 18 Battery Law

Consumers can dispose of their batteries for free at one of the communal collection points. You also can return the batteries to us, as mentioned in “Information on the Host of this Internet Web Site” or in the “Impressum”. The consumer (“end user” according to the law) is legally obliged to return used batteries. Electrical and electronic devices may not be disposed of as household rubbish.

The symbol with the crossed waste bin (§ 17 Abs. 1 battery law) means that batteries are not allowed in the domestic waste. The chemical signs of the metals (§ 17 Abs. 3 battery law) mean the following: “Hg” Quicksilver (Hydrargyrum), “Cd” Cadmium and “Pb” lead (Plumbum).

Our supplier has fulfilled their reporting obligation to the Germany Ministry for the Environment.

10. Place of Jurisdiction

If the consumer does not reside within the European Union, our place of business shall be the exclusive venue.

For business with consumers within the EU, the law of the place of residence of the consumer can also be applicable, provided that it explicitly concerns consumer law provisions.

11. Online Settlement of Disputes (OS)

The European Commission has established an online public consultation platform for the online settlement of disputes (OS). Consumers have the possibility to clarify disputes regarding their online order in the first instance without the need to refer the matter to a court. You can find this platform here:

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

12. Information on the Host of this Internet Website

Edith Binder
Binder Marketing
Tulpenstr. 12/1
76307 Karlsbad

E-mail: kontakt@nasensauger-info.de
Tel: +49 (0) 7202/937258
Opening times: Mo.-Fr. von 9-12 o'clock
Fax: +49 (0) 7202/938583

Owner: Edith Binder
Legal form: sole proprietorship

VAT.-IdNr: DE814527636

WEEE-Reg.-Nr. DE 48731270