

PARADISE BIGBAGS

General Conditions 2022

Article 1 – Definitions

In these general conditions the following words and expressions shall have the following meanings:

Agreement: The distance agreement between Paradise Bigbags (hereinafter “PB”) and consumer as a result of a purchase by consumer on the website;

PB: The sole proprietorship (Kordula Plattner) company incorporated under the German laws PB, having its principal place of business: Beethovenstrasse 51, 60325 Frankfurt/Main, Germany.

Consumer: Any person, not acting in the course of a business or in the course of a profession;

Customer service: customer service of PB to be reached at contact@paradise-bigbags.com;

Personal data: means all data provided by consumer to PB which can be traced to an individual person.

Products: means all products as offered by PB to the consumer through the website;

Right of withdrawal: means the possibility for consumer to cancel the agreement within the withdrawal period.

Website: means the website www.paradise-bigbags.com as operated by PB;

Withdrawal Period: means the time limit of 14 (fourteen) days within which the consumer can make use of his right of withdrawal.

Article 2 – General

These general conditions shall apply to all legal relations between PB and consumer and every agreement as agreed between PB and consumer.

All stipulations in these general terms and conditions have also been drawn up for the benefit of all the partners of PB and all persons working for PB and/or engaged by PB.

Article 3 – Products

3.1 Should an offer have a limited duration or is subject to any additional conditions, this will be explicitly set out in the offer.

3.2 Consumer may not derive any rights from any errors in the description of a product and/or in the conditions for the purchase of a product. Obvious errors or errors in the offer do not bind PB.

Article 4 – Conformity

4.1 PB will ensure that the products comply with the agreement, the specifications stated on the website and comply with existing legal provisions and government regulations on the date of delivery.

4.2 PB will take the utmost care with regard to the interests of the consumer in the execution of the agreement. In particular, PB is responsible for processing the personal data of the consumer in accordance with the legal requirements arising from the General Data Processing Regulation. More information can be found in the privacy policy.

4.3 The risk of damage and/or loss of products rests with PB until the moment of delivery to the consumer or a representative designated in advance and announced to PB, unless expressly agreed otherwise.

4.4 The consumer is obliged to inspect the products immediately upon receipt and to assess whether they comply with the agreement. If this is not the case, the consumer must contact PB immediately, in order for PB to possibly replace the products.

Article 5 – Execution of the Agreement

5.1 The agreement will be concluded – subject to the provisions of article 5, paragraph 6 of these general conditions – at the moment the consumer accepts the offer and meets the corresponding conditions, such as providing all necessary information through the website and confirmed agreement thereto. The form as completed by the consumer and these general conditions together form the complete representation of the rights and obligations of PB and the consumer.

5.2 The consumer ensures that all data – of which PB indicates that they are optional or which the consumer should reasonably understand to be necessary for the execution of the agreement – is provided to PB in a timely manner.

5.3 If the information required for the implementation of the agreement has not been provided to PB in time, PB has the right to suspend the execution of the agreement.

5.4 PB shall confirm the purchase of the product and/or products to the consumer upon receipt of the required information.

5.5 The products will be delivered to the address as provided by the consumer. Inaccuracies in the address are at the expense and risk of the consumer. PB delivers to addresses in Germany, not being mailboxes.

5.6 Consumer may not derive any rights from the delivery period as mentioned on the website. The mentioned delivery period is an indication. If the delivery of the product cannot be carried out within this delivery period, PB will inform the consumer thereof.

5.7 PB will deliver the product to the consumer within 30 (thirty) days after conclusion of the agreement. If PB is unable to deliver the product within 30 (thirty) days, the consumer has the right to terminate the agreement free of costs.

5.8 If a product is no longer available, PB will inform the consumer of this and, if possible, offer a replacement product. In this case, the consumer has the right to terminate the agreement without costs.

Article 6 – Withdrawal Period

6.1 The consumer is entitled to withdrawal-period. The consumer may terminate an agreement with regard to the purchase of a product during this withdrawal-period without giving any reason. PB may ask the consumer about the reason for withdrawal, but the consumer is not required to state his reason(s).

6.2 The withdrawal-period as set out in article 6 paragraph 1 of these general conditions starts on the day after the consumer (or a third party designated by the consumer in advance, not being the carrier) has received the product, or:

- if the consumer ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. PB may refuse an order for several products with a different delivery time and will inform the consumer thereof prior to the ordering process.
- if the delivery of a product consists of different shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;
- for agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

Article 7 – Obligations of the Consumer during the Withdrawal Period

7.1 During the withdrawal period, the consumer will handle the product and the packaging with care. Consumer will only unpack or use the product to the extent that is necessary to determine the nature, characteristics and operation of the product. The consumer may only handle and inspect the product as he would be allowed to do in a store.

7.2 The consumer is liable for a decrease in value of the product as a result of breach of article 7 paragraph 1 of these general conditions, returns shall under these circumstances not be accepted by PB.

Article 8 – Exercising the Right of Withdrawal

8.1 In case the consumer shall make use of his right of withdrawal, he will unambiguously inform PB of this within the withdrawal period.

8.2 As soon as possible, but no later than within 14 (fourteen) days from the day following the notification referred to in article 8 paragraph 1 of these general conditions, the consumer returns the product or hands it to (an authorized person of) PB. The consumer has observed the correct return period if he returns the product before the withdrawal period has expired.

8.3 The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by PB.

8.4 The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

8.5 The consumer shall bear all direct costs of returning the product to PB.

Article 9 – Obligations in the Event of Withdrawal

9.1 PB confirms the notification of withdrawal by the consumer by e-mail.

9.2 If the consumer terminates the agreement within the withdrawal period and the consumer has already paid for the product, PB will pay the amount that the consumer has paid within 30 (thirty) days following the day on which the consumer notifies him of the withdrawal.

9.3 PB uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.

9.4 If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, PB is not obliged to not reimburse the additional costs for the more expensive method.

Article 10 – Price

The prices set out on the website are in euros, including VAT, but excluding shipping costs (shipping within Germany is for FREE if over 60 Euro)

Article 11 – Payment

11.1 Unless otherwise specified in the agreement, the amounts due by the consumer must be paid prior to the delivery of the products.

11.2 The consumer has the obligation to immediately report to PB any inaccuracies in payment data provided or stated.

Article 12 – Personal Data and Privacy Policy

12.1 The consumer is aware that by using the website he provides certain personal data to PB, such as name, address and e-mail address.

12.2 The consumer agrees, by accepting these terms and conditions, with the privacy policy of PB, as published on the website.

Article 13 – Complaints

13.1 Any complaints regarding the products delivered by PB must be submitted by the consumer to the customer service within 14 (fourteen) days after receipt of the products, with full and clear description.

13.2 Complaints submitted to PB will be answered within a period of 14 (fourteen) days from the date of receipt. If a complaint requires a foreseeable longer processing time, PB will respond within a period of 14 (fourteen) days with a confirmation of receipt and an indication when the consumer may expect a more detailed answer.

13.3 If the complaint cannot be resolved by mutual agreement within a reasonable period or within 3 (three) months after the submission of the complaint, the consumer may go to the competent court.

13.4 If a complaint is justified, PB will be given the opportunity by the consumer to properly execute the agreement. In the event that the execution of the agreement by objective standards is no longer possible, PB will only be liable within the limits of article 14.

Article 14 – Liability

PB shall not be liable for any damages suffered by the consumer as a result of the improper and unsafe use, including use contrary to the enclosed user manual, of the product by the consumer, except in the case of intent or gross negligence on the part of PB.

Article 15 – Amendments to the General Terms and Conditions

PB reserves the right to amend these terms and conditions.

Article 16 – Invalid or Annulable Provisions

In the event that any provision in these general terms and conditions should be null and void or be annulled, this does not affect the validity of the remaining provisions. PB and the consumer will then enter into consultation in order to agree on new provisions to replace the null and void or annulled provisions, whereby the purpose and purport of the original provision will be taken into account as much as possible.

Article 17 – Governing Law and Jurisdiction

17.1 These general terms are applicable as of 1 August 2022

17.2 The legal relation between PB and consumer shall be governed and construed in accordance with German law. All disputes that may arise out of or in connection with the contract and/or these terms and conditions shall be finally settled by the competent court in Frankfurt/Main, Germany.