

# General Terms and Conditions

## 1. Scope

The following terms and conditions apply to all orders placed via our online shop. Our online shop targets consumers only.

'Consumer' means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession; 'trader' means a 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.

## 2. Contractual partner, formation of contract, correction facilities

The contract is concluded with Posterlounge GmbH.

The display of products within the online shop constitutes a binding offer on our part to enter into a contract vis-à-vis the items. You may place our products in your basket without obligation and amend your entries at any time prior to submitting a binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in your basket. Once you have sent your order, you will immediately receive a confirmation via e-mail.

## 3. Contract language, saving of the contract text

The language available for concluding the contract is English.

We save the text of the contract and forward the order data and our terms and conditions to you by e-mail. You may also view the text of the contract in our customer login area.

## 4. Delivery conditions

We only dispatch goods en route, pickup by the customer is not possible.

We deliver orders made from [www.posterlounge.co.uk](http://www.posterlounge.co.uk) only to the UK. Unfortunately, we do not deliver to the Isle of Man and the Channel Islands (Bailiwick of Jersey and Bailiwick of Guernsey).

## 5. Payment

The following payment methods are available in our online shop. We reserve the right to limit the choice of payment methods available for an order depending on the order value, the terminal device being used or other objective criteria.

### Credit card

With the submission of the order, you are sending us your credit card details at the same time. Your card will be

charged immediately after placing your order.

### **PayPal, PayPal Express**

In order to pay the invoice amount via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg, Luxemburg ('PayPal'), you must be registered with PayPal, legitimise yourself with your access data and confirm the payment instruction. The payment transaction will be processed by PayPal after placing the order. You will receive further instructions during the ordering process.

PayPal may offer registered PayPal customers further payment modalities in the customer account selected according to its own criteria. However, we have no influence on the offering of these modalities; further individually offered payment modalities affect your legal relationship with PayPal. You can find more information on this in your PayPal account.

### **Klarna**

In cooperation with the payment service provider Klarna Bank AB (publ.), Sveavägen 46, 111 34 Stockholm, Sweden ('Klarna'), we offer you the following payment options. Payment via Klarna is only available to consumers. Unless otherwise specified below, payment via Klarna is subject to a successful address and credit check, and payment is made directly to Klarna. Further information is provided with the respective payment option during the ordering process.

- **Klarna Pay later**

The invoice amount is due 30 days after the goods are shipped and invoice receipt.

- **Klarna Pay in instalments**

You can pay the invoice amount in monthly instalments totalling at least 1/36 of the overall amount.

### **Trustly**

In order to pay the invoice amount via the payment service provider Trustly Group AB, Rådmansgatan 40, 113 57 Stockholm, Sweden ('Trustly'), you must have a bank account activated for bank transfers via Trustly. After submitting your order, you will be forwarded to a payment page hosted by Trustly, where you need to select your bank, identify yourself by entering your online banking details and then confirm the payment instructions. Your account will be charged immediately after placing the order. You will receive further instructions during the ordering process.

## **6. Retention of title**

The goods shall remain our property until full payment is made.

## **7. Damage during delivery**

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

## **8. Warranty and guarantees**

### **8.1 Liability for defects**

We are under a legal duty to supply products that are in conformity with this contract. Statutory warranty rights apply.

## 8.2 Guarantees and customer service

Information on any additional guarantees that may apply and their exact conditions can be found with the product and on special information pages in the online shop.

Our customer service is available for queries, complaints and claims on working days from 9 a.m. to 3 p.m. via phone at +49 341 33 97 59 00 as well as via e-mail at [support@posterlounge.co.uk](mailto:support@posterlounge.co.uk).

## 9. Liability

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberately or grossly negligent breach of duty
- for guarantee commitments, where agreed
- insofar as the scope of application of the Consumer Rights Act 2015 is open
- in relation to any other liability, including any liabilities under sale of goods or supply of services legislation, that may not by applicable law be excluded or limited.

For breach of material contractual obligations, the fulfilment of which make the proper execution of the contract possible at all and which the contracting parties may generally rely on and trust in being complied with, due to slight negligence by us, our legal representatives or legal agents, the amount of liability is limited to the foreseeable damages at the time of contract conclusion, the occurrence of which must typically be anticipated.

Ceteris paribus, claims for compensation for damages are excluded.

## 10. Online dispute resolution

The European Commission provides a platform for online dispute resolution (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>.

We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.

Leipzig, 18/03/2024