

# General Terms and Conditions

## 1. Scope

- 1.1.** The following terms and conditions apply to all orders placed via our online shop.
- 1.2.** Terms and conditions deviating from these T&Cs shall not be recognised unless we expressly confirm their validity in writing.

## 2. Contractual partner, formation of contract

- 2.1.** The purchase contract is concluded with POSTERLOUNGE GmbH.
- 2.2.** 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.
- 2.3.** Once you have sent your order, you will immediately receive a confirmation via e-mail.

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

- 3.1.** The language for conclusion of the contract is English.
- 3.2.** We save the text of the contract and forward the order data and our T&Cs to you by e-mail. You may also view and download the T&Cs from our website at any time. You may view your previous orders via our customer login area.

## 4. Delivery conditions

- 4.1.** We deliver free of charge.
- 4.2.** We only dispatch goods en route; pick up by the customer is not possible.

## 5. Payment

- 5.1.** The following payment methods are basically available in our online shop:

### **Advance payment**

If you select advance payment, we provide you with our bank details in a separate e-mail and deliver the goods on receipt of funds.

### **PayPal**

After placement of the order, you will be forwarded to PayPal's website. To pay the invoice amount via PayPal, you must be registered there or register first, identify yourself with your access data and confirm the payment instructions to us. After submission of your order in the shop, we instruct PayPal to initiate the payment transaction. You will receive additional information during the ordering process. Directly afterwards, the payment transaction is carried out automatically by PayPal.

### **Credit card**

With the submission of the order, you are sending us your credit card details. After your identification as the legal cardholder, directly after the order, we will ask your credit card company to initiate the payment transaction. The payment transaction is automatically carried out by the credit card company and charged to your card.

**5.2.** Retention rights may only be exercised if the claims arise from the same contractual relationship.

## **6. Retention of title**

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

## **7. Voluntary return policy up to 30 days after receipt of goods**

**7.1.** In addition to statutory withdrawal rights (see cancellation policy), we also grant you a voluntary return period of 30 days after receipt of goods. With this return policy, you may withdraw from the contract after the statutory 14-day withdrawal period by sending goods back to the address below within 30 days of receipt of goods (beginning on the day goods are received). Timely dispatch of goods is sufficient for observing the deadline. However, a prerequisite for making use of your voluntary return rights is that goods are returned in a complete and undamaged state. Please send goods back to:

POSTERLOUNGE GmbH, Mommsenstraße 6, 04329 Leipzig, Germany

**7.2.** We offer a free shipping label for your returned goods which is available from our customer service on request (by e-mail [support@posterlounge.co.uk](mailto:support@posterlounge.co.uk) or by phone +49 (0) 341 - 33 97 59 00).

**7.3.** Your statutory right to withdraw from the contract remains unaffected by the contractually agreed upon voluntary return policy. Until the 14-day withdrawal period expires, the legal conditions stated in the cancellation policy apply exclusively. Furthermore, our voluntary return policy does not restrict your statutory warranty rights.

## 8. 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 press our own claims against the carrier or transport insurer.

## 9. Warranty and guarantees

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

**9.2.** Information on any additional guarantees and their precise conditions that may apply can be found next to the product or on distinct information pages in the online shop, if applicable.

## 10. Customer service

Our customer service is available on working days 8 a.m. to 4 p.m. (GMT) at +49 (0) 341 - 33 97 59 00 or [support@posterlounge.co.uk](mailto:support@posterlounge.co.uk).

## 11. Liability

**11.1.** 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.

**11.2.** 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.

**11.3.** Ceteris paribus, claims for compensation for damages are excluded.

## 12. Code of conduct

We have submitted to the following code of conduct:

[http://www.trustedshops.com/tsdocument/TS\\_QUALITY\\_CRITERIA\\_en.pdf](http://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_en.pdf)

## 13. Online dispute resolution

Online dispute resolution according to Art. 14 (1) Regulation on consumer ODR: The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <https://ec.europa.eu/consumers/odr/>. We are neither obligated nor willing to participate in dispute settlement proceedings before a dispute resolution body.

Leipzig, 08/02/2018