

General Terms and Conditions

of **COMEMAI**
Balázs Tarsoly
Kaiserstraße 69, D - 60329 Frankfurt am Main
Telephone: + 49 (0)69 256 128 520
Email: contact@comemai.net
Website: www.comemai.net
VAT registration number: DE210105372
(in the following „COMEMAI“)

The contract between COMEMAI and the Buyer is governed exclusively by these General Terms and Conditions. They apply to all shipments within the Federal Republic of Germany, as well as abroad.

I. Conclusion of contract, prices, shipping cost

Contracts can be concluded in English language only. The purchase contract is not concluded until COMEMAI accepts the order from the Buyer either by shipping the merchandise, or by expressly accepting the order in writing opposite the Buyer. Any confirmation of receipt sent by COMEMAI after placing an order shall expressly not be deemed as acceptance of that order.

Prices are valid as displayed on the website www.comemai.net at the time of the order. All prices are in Euro (€) and include German value added tax (V.A.T.).

Shipping within the Federal Republic of Germany as well as to member states of the European Union is free of charge. For shipment to all other countries COMEMAI charges € 15,00.

II. Payment

Payment for merchandise can only be effected through PayPal.

III. Delivery proviso

Subject to way of production, all products by COMEMAI are unique copies in their individual design. Therefore, COMEMAI does expressly not guarantee that delivered merchandise matches exactly the corresponding display on the website www.comemai.net or at any other place of publication.

Products labelled as limited edition are only available in limited quantity; COMEMAI does not assume any guarantee of delivery or availability.

COMEMAI reserves the right to reject an order if the ordered product should be unavailable. In that case COMEMAI will inform the Buyer without delay and refund the Buyer any payments that were already received.

IV. Right of revocation for consumers

The following special instruction about conditions and consequences of the right of revocation for consumers are given in accordance with German law.

If a Buyer with domicile and place of delivery within a member state of the European Union places an order with COMEMAI, provisions of his national law about rights of revocation will be applicable if those provisions differ from the German provisions to the benefit of the Buyer.

If a Buyer with domicile and place of delivery outside the territory of the European Union places an order with COMEMAI, provisions of his national law about rights of revocation will only be applicable if those provisions stipulate such a right of revocation in a mandatory way.

Instruction on right of revocation

You may declare the revocation of your contractual statement within two weeks and without giving any reasons, either in text form (e.g. letter, fax, email), or – should you have received the merchandise prior to that deadline - by returning the merchandise. The revocation period commences after the receipt of this revocation instruction in text form, though in any case not before receipt of the merchandise by the recipient (in case of repeated delivery of similar merchandise not before receipt of the first part delivery), and furthermore not before compliance by COMEMAI of its obligation of information under article 246 § 2 with § 1 paras. 1 and 2 EGBGB (Introductory Code to the German Civil Code) and the duties according to § 312e para 1 phrase 1 BGB (German Civil Code) with article 246 § 3 EGBGB. The time-limit for stating the revocation shall be deemed as observed by the timely dispatch of the declaration of revocation or, as the case may be, of the return shipment. The revocation shall be directed to:

COMEMAI, Balázs Tarsoly, Kaiserstraße 69, D - 60329 Frankfurt am Main,
Email: contact@comemai.net

Consequences of revocation

In case of a valid revocation, any services or products received by either side are to be mutually returned; any usage advantages taken by COMEMAI (e.g. interest), if applicable, are to be returned. In the event that you are unable to return to COMEMAI partially or entirely the service or product you received, or where you can only return it in a deteriorated state, you will be liable to pay compensation to COMEMAI accordingly. This does not apply if the deterioration is exclusively due to examining the merchandise – as would have been possible for instance in a retail store. You are further not liable to pay compensation for any deterioration due to putting the merchandise to its intended use.

Merchandise that can be shipped by parcel are to be returned at the expense and risk of COMEMAI. All reimbursement obligations must be fulfilled within 30 days. This time limit runs for you with sending your declaration of revocation or sending the merchandise; for COMEMAI with receiving them.

End of revocation instruction

V. Warranty

The legal stipulations on warranty of the Federal Republic of Germany apply. The period of limitation for legal warranty claims is two years.

Any defect or question shall be notified and/or directed to:

COMEMAI, Balázs Tarsoly, Kaiserstraße 69, D - 60329 Frankfurt am Main,
Email: contact@comemai.net

VI. Disclaimer

Any claim for damages, regardless of their nature, shall be excluded as far as legally permitted, provided that COMEMAI did not act with intention or gross negligence, or in the case of slight negligence did not breach such obligations whose fulfillment is necessary to essentially enable the performance of the contract in general. In the latter case, the liability for damages which are contractually untypical and unforeseeable is limited to the value of the order.

VII. Retention of title

COMEMAI as vendor of the merchandise retains title until the purchase price has been fully paid.

VIII. Data protection

COMEMAI stores and uses address and order data for the purpose of customer administration, handling of orders and complaints, as well as for its own marketing; especially the sending of a newsletter („...“). Data will not be disclosed to third parties.

The Buyer can object to the use of his data for marketing purposes at any given time by writing to COMEMAI, Balázs Tarsoly, Kaiserstraße 69, 60329 Frankfurt am Main, Email: contact@comemai.net

The contract details will not be saved by COMEMAI after conclusion of the contract and will not be accessible to the Buyer once the order process has been completed.

IX. Place of jurisdiction, applicable law

For businessmen/merchants and corporate bodies under public law, the place of business of COMEMAI is the exclusive place of jurisdiction for all claims in connection with the contract. COMEMAI remains entitled to sue at the place of business/domicile of the Buyer.

Any contract with COMEMAI shall be governed exclusively by the laws of the Federal Republic of Germany excluding the UN-Convention on International Sale of Goods of April 11th, 1980. Regarding contracts with natural persons not acting commercially or as self-employed persons within their professional activity (consumers), this choice of law shall only be applicable provided it does not deprive the consumer of protection provided to him under mandatory provisions of the law of the state of his usual residence.