



METAMORPH



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## General Terms and Conditions

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The following contractual terms apply between us, Metamorph GmbH, Wilhelminenhofstraße 83-85, 12459 Berlin – hereafter „Andracor / andracor.com / we“ – and the customer described in Section 2 of the contract – hereafter „customer/you“:

### Section 1 Scope of application, definitions

- (1) The commercial relationship between you, our customer, and us is governed solely by the following General Terms and Conditions, as amended at the time of your order.
- (2) We do not acknowledge any different terms provided by you, unless we explicitly agree in writing that they apply.
- (3) Customers can be consumers, but also companies.
  - (a) A consumer is a customer for which the purpose of the ordered goods and services cannot be attributed to a commercial or professional activity.
  - (b) A business person is any natural or legal person or a partnership with legal capacity acting in the exercise of their commercial or professional activity when they enter into this contract. If our General Terms and Conditions do not apply to business persons we will explicitly draw attention to the fact.
- (4) Orders placed in the part of our website accessible under <http://www.andracor.com/english> have English as the contract language.



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## **Section 2 Contract**

- (1) The depictions of the goods in our online shop are not binding and therefore do not constitute a binding offer on our part. They are solely what is known as an „invitation to treat“, i.e. an invitation for you to make us a binding offer.
- (2) You can choose products from our assortment and collect them in a „shopping cart“ we provide for you by clicking on the button „Add to Cart“.
- (3) By clicking the „Buy“ button you then make a binding offer to buy the goods in the shopping cart.
- (4) Before you place your order you can view and change the data at any time. By clicking on the „Buy“ button you agree with these contractual terms and conditions and make them part of your offer.
- (5) We then send you an automatic confirmation of receipt by email, which lists your order again and notifies you of the contractual details. You can print this by using the „Print“ function on your computer.
- (6) The automatic confirmation of receipt only documents that we have received your order. It does not constitute an acceptance of your offer, however.
- (7) The contract only comes about when we explicitly accept your offer, which is done either in a separate email (confirmation of shipping) or when the goods are shipped.

## **Section 3 Customer account**

- (1) Registration in our online shop is free of charge.
- (2) A customer account may only be opened for one individual customer however. A business person cannot be registered as a customer within the customer account.
- (3) You may only register if you have full legal capacity. For this reason your customer account may not be transferred. You have no right to open a customer account, however.
- (4) The data requested when you register must be correct and provided in full. If these data change you are obliged to update your information without delay.
- (5) When you register you choose a password. The password must be kept secret to prevent other people gaining access to the customer account. You are obliged to notify us without delay if there is any indication that a third party has misused the customer account.
- (6) We reserve the right to block your customer account and even to stop you from using our online shop any more if you provide false information in your registration, transfer your customer account, infringe statutory provisions, third-party rights or these general terms and conditions in connection with our online shop, cause significant damage to us or other customers or if there is any other important reason.

## **Section 4 Delivery, Availability of goods**

- (1) If the product you have chosen is not in stock when you place your order we will tell you so without delay in a separate email. If the product is permanently unavailable we will not send you an acceptance email. In this case no contract comes about.



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- (2) If the product you ordered is only temporarily unavailable we will also tell you so in a separate email.
- (3) If delivery is delayed by more than two weeks you are entitled to cancel the contract. In this case we are also entitled to dissolve the contract. If this happens we will of course refund any payments you have made without delay.

### **Section 5 Retention of title**

- (1) The goods supplied remain our property until they have been paid for in full.
- (2) While we retain title to the goods (known hereafter as „goods subject to retention of title“), you the customer may not sell them or otherwise dispose of title to them.
- (3) In the event that third parties – in particular bailiffs – try to seize the goods subject to retention of title, you will point out our ownership and notify us without delay so that we can enforce our ownership rights.
- (4) If you are in breach of contract, especially if you are in default of payment, we are entitled to demand the return of the goods subject to retention of title to the extent that we have cancelled the contract.

### **Section 6 Prices and delivery costs**

- (1) All the prices shown on our website are final prices and include German VAT at the applicable rate.
- (2) The relevant delivery and shipping costs can be found at Order & Shipping and must be paid by you unless you make use of your cancellation right and this limits your obligations in any way. Standard delivery to you is free in Germany anyway from an order value of EUR 30.00 upwards.
- (3) You are not entitled to offset or withhold payments unless your counter-claim is undisputed or has been definitively established.
- (4) If you cancel the contract you have to pay the standard costs of return delivery if the goods supplied conform to your order. Otherwise we will pay for the costs of return delivery of course.

### **Section 7 Vouchers**

- (1) Vouchers can be purchased and/or redeemed for the purchase of goods at [www.andracor.com](http://www.andracor.com).
- (2) No interest is paid and the voucher cannot be redeemed for cash.
- (3) If the amount of the voucher is not enough for the order, the difference can be paid using the payment methods on offer.
- (4) Our vouchers have no expiry date.
- (5) Vouchers can only be redeemed before the order process has been completed. Their value cannot be offset subsequently, however.
- (6) No more than one voucher can be used per order.
- (7) Vouchers are transferable. Vouchers may not be used for commercial purposes. Vouchers may also not be copied, edited or manipulated in any way.



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(8) We also stock promotional vouchers, in addition to our normal vouchers. Promotional vouchers cannot be purchased, but are issued with a limited validity in the course of advertising campaigns.

### **Section 8 Payment terms**

(1) For orders and deliveries in Germany and subject to the following conditions you have the choice of paying by direct debit, invoice, credit card, cash-on-delivery or in advance (credit transfer, cash or PayPal).

- Advance payment (standard and express delivery, only by telephone or email)
- Cash on delivery (standard and express delivery)
- Credit card (VISA, MasterCard, American Express)
- Invoice (for an order of up to €1.500,00 and subject to a credit check)

(2) You pay any bank fees for credit transfers or PayPal transactions, unless we have agreed and confirmed otherwise. In addition you have to pay the final price and the delivery costs of course.

(3) If you pay cash on delivery you have to pay the fees charged by DHL (Deutsche Post AG) or UPS in addition to the final price and the delivery costs.

(4) For orders and/or deliveries outside Germany the goods can be paid for by credit card, PayPal or in advance. Payment against invoice is also possible in Austria and Switzerland.

(5) Trial purchases or payment by instalments are not possible. This does not affect your statutory cancellation rights.

(6) The purchase price is payable as soon as the contract comes about. If the payment falls due on a particular calendar date you will be in default if you do not make your payment by this date. In this case you have to pay default interest of 5 percentage points over the base rate.

(7) Your obligation to pay default interest does not preclude claims by us for further damages.

### **Section 9 Warranty for defects, Guarantee**

(1) Wir haften für Sachmängel nach den hierfür geltenden gesetzlichen Vorschriften, insbesondere §§ 434 ff. BGB.

(2) Eine zusätzliche Garantie besteht bei den von uns gelieferten Waren nur, wenn diese ausdrücklich schriftlich zu dem jeweiligen Artikel abgegeben wurde.

(3) Sollten die von uns gelieferten Artikel offensichtliche Material- oder Herstellungsfehler aufweisen, wozu auch Transportschäden zählen, so reklamiere bitte solche Fehler sofort gegenüber uns oder dem Mitarbeiter des Zustellers, der die Artikel anliefert. Die Versäumung dieser Rüge hat allerdings für Deine gesetzlichen Ansprüche keine Konsequenzen. Für alle während der gesetzlichen Gewährleistungsfrist auftretenden Mängel der Kaufsache gelten nach Deiner Wahl die gesetzlichen Ansprüche auf Nacherfüllung, auf Mangelbeseitigung/Neulieferung sowie – bei Vorliegen der gesetzlichen Voraussetzungen – die weitergehenden Ansprüche auf Minderung oder Rücktritt sowie daneben auf Schadensersatz,



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einschließlich des Ersatzes des Schadens statt der Erfüllung sowie des Ersatzes Deiner vergeblichen Aufwendungen.

Deine Reklamation kannst Du unter [support@andracor.com](mailto:support@andracor.com) gerne ankündigen. Eine Rücksendung kannst du portofrei an: Metamorph GmbH – Andracor.com, REKLAMATION, Wilhelminenhofstraße 83-85 in 12459 Berlin senden.

### **Section 10 Liability**

(1) You are not entitled to claim for damages. This does not apply to claims for damages for injury to life, limb and health or for the breach of essential contractual obligations or to our liability for other damages caused by a deliberate or grossly negligent breach of obligations by us, our legal representatives or agents. Essential contractual obligations are those that must be met to achieve the objective of the contract.

(2) If we are in breach of essential contractual obligations we are only liable for damages that were foreseeable and typical for the contract, unless they concern claims by you for injury to life, limb and health.

(3) The limitations in clauses 1 and 2 also apply for the benefit of our legal representatives and agents if claims are made directly against them.

(4) The provisions of the German Product Liability Act are not affected.

### **Section 11 Delivery, Risk transfer**

(1) Goods are delivered by post to the address provided by you. All deliveries are sent as standard in Germany with the parcel service of DHL (Deutsche Post AG) or with UPS.

(2) We will send the purchased goods as soon as possible, and no later than five working days

- after receipt of payment, if you have chosen to pay in advance (credit transfer, cash or PayPal);

- after the contract date, if you have chosen to pay cash on delivery;

(3) If you pay by credit card we will process the payment on the day the goods are sent.

(4) Goods are delivered at our risk. The risk of their chance destruction or chance deterioration are only transferred to you when the goods are handed over to you; this also applies to a business-to-business transaction.

### **Section 12 Consumer cancellation right**

(1) You have the right to cancel this contract without giving a reason within fourteen days.

(2) The cancellation period is fourteen days from the day on which you or a third party nominated by you who is not the carrier takes possession of the goods. If the contract covers several articles that you ordered with a single order and are delivered separately, it begins on the day on which you or a third party nominated by you who is not the carrier takes possession of the last partial delivery or the last item.

(3) To exercise your cancellation right you must notify us

Metamorph GmbH – Andracor „Return“

i.d. Rathenauhallen, Geb. 5

Wilhelminenhofstraße 83-85



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D-12459 Berlin

Tel: 0049-(0)30-400 446 10

Fax: 0049-(0)30-400 446 39

E-Mail: [widerruf@andrakor.com](mailto:widerruf@andrakor.com)

of your decision to cancel the contract by means of an unequivocal statement (e.g. a letter, fax or email). You may use the attached cancellation form to do so, but it is not obligatory. To meet the deadline you only have to send the notification of your cancellation before the cancellation period expires.

### **Consequences of cancellation**

If you cancel the contract we have to reimburse all the payments that we have received from you, including delivery costs (but not including any additional costs resulting from your choice of another delivery method than the cheapest standard delivery offered by us), without delay and no later than fourteen days from the day on which we receive notification of your cancellation. We will use the same payment method for the reimbursement as you used for the original transaction unless we have explicitly agreed otherwise with you; in no event will you be charged any fees for the reimbursement.

We can withhold the reimbursement until we have received the goods again or until you provide evidence that you have returned the goods, whichever is earlier.

You are to return the goods to us without delay and in all events within fourteen days of notifying us that you are cancelling the contract. This deadline is met if you send the goods before the fourteen days have expired.

You must pay the direct costs of returning the goods.

You are only liable for any deterioration in the value of the goods if this deterioration is due to using the goods in a way that is not necessary to test their characteristics, properties and functionality.

This cancellation right does not apply to orders for goods that have been manufactured to your specific wishes or are clearly made for personal requirements or whose characteristics make them unsuitable for returning (e.g. sanitary articles).

### **End of advice on your cancellation right**

### **Section 13 Data processing**

(1) We collect data from you in the course of processing contracts. In doing so we comply with the provisions of the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG). Without your consent we will only collect, process or use master data and usage data for you to the extent necessary to process the contract and for the use and billing of telemedia.

(2) Without your consent we will not use your data for advertising, market research or opinion polling. Any further collection, processing and use of personal data only takes place to the extent allowed by law or if you give your explicit consent.



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(3) You can access, alter or delete the data entered by you in your profile via the button „My Account“ at any time. Otherwise, as regards your consent and further information about data collection, processing and use we refer to our data protection statement, which can be viewed in printable form at any time on our website via the button „Data Protection“

(4) You are aware that your name, whether you are a consumer or business person, your address, date of birth and bank account details are required for the conclusion and execution of this contract and you agree to the collection, processing and use of these data for this purpose.

(5) Within statutory limits we are entitled to assess the risk of defaults by purchasers for the purpose of deciding whether to conclude, execute or terminate the sales contract. To this extent we collect and process probabilities relating to payment patterns and creditworthiness based on mathematical and statistical methods for the purchaser's future behaviour. Your address data are also used to calculate these probabilities. To carry out our assessment we use the services of credit agencies such as SCHUFA Holding AG (Wiesbaden), or other third parties, such as Infoscore Consumer Data GmbH, Rheinstraße 99 (Baden-Baden) for credit scoring, and transmit to or request your data from them for this purpose.

(6) We are entitled to transmit your data to third parties if and insofar as this is necessary to carry out the contract (e.g. for delivery, invoicing and customer services). You also agree that we may forward your data to the extent permitted by law to third parties (e.g. debt collection agencies) in order to recover money owed to us.

#### **Section 14 Final provisions**

(1) Contracts between you and us are governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) Berlin is deemed to be the general place of jurisdiction if you are a business person.

(3) If individual provisions of the contract should be legally invalid this does not affect the validity of the remaining provisions. Any invalid provisions are to be replaced by the statutory provisions. However, if this would represent an unreasonable hardship for one of the parties the entire contract becomes invalid.

Berlin, 01.12.2017