

General Terms and Conditions for the Online Shop of LOUP NOIR GmbH

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1. Scope of GTC and contracting party

1. All goods and services delivered by LOUP NOIR GmbH based on orders placed by the customer (hereinafter “**Customer**” or “**you**”) in the web shop available at shop.loup-noir.com (hereinafter “**Online Shop**”), or placed via letter, fax, phone or email will be exclusively provided subject to the following General Terms and Conditions (hereinafter “**GTC**”), as amended and applicable at the time of the purchase order. Unless expressly agreed in writing, deviating, supplementary, or conflicting terms and conditions of Customer or third parties shall not apply.
2. The service provider of the Online Shop and the contracting party for orders placed subject to these GTC is LOUP NOIR GmbH, Tübinger Str. 12-16, 70178 Stuttgart, Germany, represented by the managing directors Jens Heimerdinger and Sascha Freyberg, phone +49-(0)711-9455465, fax +49-(0)711-9455466, email welcome@loup-noir.com, registered in the commercial register kept by the local court of Stuttgart (Amtsgericht Stuttgart) under no. HRB 756622, VAT ID no. DE815628640 (hereinafter “**LOUP NOIR**” or “**we**”).
3. The term “Customer” as used in these GTC includes both, consumers and entrepreneurs. Consumers (Verbraucher) are natural persons who place the purchase order for purposes that predominantly are outside their trade, business or profession. Entrepreneurs (Unternehmer) are natural or legal persons or partnerships with legal personality who or which place the purchase order in exercise of their trade, business or profession.

2. Contract conclusion, storage of the contract text

1. The representation of the goods in the Online Shop, catalogues and brochures does not constitute a legally binding offer on the conclusion of a contract by LOUP NOIR, but is merely a non-binding invitation to submit a purchase order. A legally binding offer for the conclusion of a contract will be made by Customer when the latter submits an offer by sending a purchase order to LOUP NOIR via the Online Shop or via letter, fax, phone or email. However, the offer via Online Shop cannot be made and transmitted, unless Customer accepts these GTC by clicking on the “I accept the General Terms and Conditions” button first, whereby these GTC are incorporated into its offer.
2. Customer may select goods from the Online Shop and place them in its shopping cart. When the cart is selected, Customer may choose “Proceed to check out”. In the following step, Customer will have to enter its master/address data and may choose the payment method (credit card or PayPal). The information submitted can be modified or rectified by entering data in the relevant order form field at any time. On the same web page, Customer will also see an “order summary” that details the goods selected by Customer. Customer may update the information shown in this summary at any time by clicking the link “Update cart” prior to submitting its purchase order. By clicking the “Buy now” button, Customer submits a legally binding order for the selected goods.
3. LOUP NOIR will send Customer upon its order an order confirmation by email which includes the details of Customer’s purchase order and which Customer can print via the printing function of its email application. The order confirmation in general constitutes the acceptance of the offer, unless specified otherwise, in which case the actual contract will be concluded at the latest upon delivery of the goods. In a separate email or at the latest upon delivery of the goods, we will send Customer the contract text (consisting of purchase order, GTC, and order confirmation) using a permanent data medium such as email or paper copy (contract confirmation). The contract text will in general not be stored by LOUP NOIR.
4. The contract will be concluded in English.

3. Information on the right of withdrawal and withdrawal form

If Customer is a consumer, he/she has a right of withdrawal as described below:

Information on the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise your right of withdrawal, you must inform us (LOUP NOIR GmbH, Tübinger Str. 12-16, 70178 Stuttgart, Germany, phone +49-(0)711-9455465, fax +49-(0)711-9455466, email welcome@loup-noir.com) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by a postal service, via phone, fax or email). You may use the attached model withdrawal form, which is, however, not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund. We may withhold reimbursement until we have received the goods back from you or until you have supplied evidence of having sent back the goods, whichever is the earlier.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct costs of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of information on the right of withdrawal

Model withdrawal form

(Please complete and return this form if you wish to withdraw from the contract.)

– To LOUP NOIR GmbH, Tübinger Str. 12-16, 70178 Stuttgart, Germany, phone +49-(0)711-9455465, fax +49-(0)711-9455466, email welcome@loup-noir.com

I/we (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*) /contract for provision of the following services (*)

- ordered on (*)/received on (*)
- name of consumer(s)
- address of consumer(s)
- signature of consumer(s) (only if notice is sent on paper)
- date

(*) delete as appropriate

Exceptions to the right of withdrawal

The right of withdrawal does not apply to contracts on the supply of goods that are not pre-fabricated, and the production of which is governed by an individual choice of or decision by the consumer, or that are clearly tailored to personal needs of the consumer.

4. Prices, shipping charges

1. The prices indicated in the Online Shop, catalogues and brochures are quoted including the then-applicable statutory value added tax (VAT) and excluding shipping charges. In the case of shipping to a country outside the EU or EEA, additional taxes or costs (e.g. customs duties) will be incurred within the context of your order, which will be neither paid by us nor invoiced by us, but are to be paid by you directly to the responsible customs or tax authorities.

2. Unless otherwise provided in connection with the presentation of the goods concerned, or stated by LOUP NOIR during the checkout process, or expressly otherwise provided, we will charge flat-fee shipping charges for each purchase order. You may obtain information on the then-valid shipping charges here (Shipping) and these will also be shown on the purchase order form.
3. Customer will be reimbursed for shipping charges, if he/she exercises his/her right to withdraw from this contract. However, in the event Customer withdraws from the contract, Customer shall bear the immediate costs of return shipment. Customers outside the EU/EEA – due to the choice of law provision in § 13.3 – will not be reimbursed for shipping charges and they shall bear any costs incurred for return shipment.

5. Shipping

- Goods will be shipped by a parcel delivery service to the shipping address that you provided during the checkout process. LOUP NOIR will only bear the risk of transport loss (risk of loss or deterioration), if Customer is a consumer.
- Delivery periods that we indicate are computed starting on the date of our order confirmation, provided, however, that the purchase price has been paid and we have obtained a valid shipping address. Unless no delivery period or a deviating delivery period is indicated for the respective goods during the checkout process, the following shall apply:
 - standard goods will be delivered within 2 to 4 business days for shipping within the Federal Republic of Germany and other countries of the European Union (EU) and the European Economic Area (EEA);
 - for all other countries, the delivery period for standard goods is 3 to 7 business days;
 - personalized goods will be delivered within 2 to 3 weeks.
- If LOUP NOIR is not able to perform due to the non-availability of the goods, we will inform the Customer in text form without undue delay. Cases of non-availability of the goods in this sense are the non-delivery as well as the late or incorrect self-delivery by our suppliers, despite the fact that we have duly ordered the goods (congruent supply transaction) or the occurrence of events of force majeure of not inconsiderable duration (i.e. regularly with a duration of more than 14 calendar days). In these cases LOUP NOIR is entitled to delay the delivery by the duration of the hindrance or to rescind the contract in whole or in part; any payment already made by the Customer will be refunded without undue delay. The above only applies insofar as we are not responsible for the unavailability of the goods or we have not assumed the risk of procuring the ordered goods in individual cases.
- In principle, we do not assume any procurement risk for goods ordered, not even in the case of a sales contract for goods which are only described according to their type and characteristics (generic goods). We are only obliged to deliver from our stock of goods and the goods ordered by us from our suppliers.
- If the carrier should return the shipped goods to LOUP NOIR on the grounds that the goods could not be delivered to Customer, Customer shall bear the costs for the failed delivery. This shall not apply, if Customer is not responsible for the circumstances that resulted in the impossibility of delivering the goods, or if it was temporarily unable to accept the delivery, unless LOUP NOIR had given reasonable advance notice of the delivery or provision of services. Furthermore, this shall not apply to the initial shipping charges, if Customer effectively exercises his right to withdraw from the contract.

- For logistical reasons, you may not pick up your goods at our location.

6. Payment terms

1. Customers may pay by credit card (VISA, MasterCard, American Express) or via PayPal.
2. When a credit card is used for payment, the payment transaction will be handled by the payment service provider Stripe Payments Europe, Ltd., 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland subject to the terms and conditions of Stripe available at <https://stripe.com/payments/checkout>. When PayPal is used for payment, the payment transaction will be handled by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg subject to the PayPal Terms of Use available at <https://www.paypal.com/en/webapps/mpp/ua/useragreement-full> or – if Customer does not have a PayPal account – subject to the terms and conditions for payments without PayPal account available at <https://www.paypal.com/en/webapps/mpp/ua/privacywax-full>.
3. The purchase price becomes due for payment immediately upon the conclusion of the contract. If the payment is due on a clearly defined calendar day, Customer will be in default at the end of that day without any further notice. In that case, Customer shall pay to LOUP NOIR interest on late payment in the amount of five (5) per cent p.a. above the basic interest rate (as set by the European Central Bank).
4. Customer's obligation to pay interest on payments on arrears, does not prevent LOUP NOIR from asserting claims to further damages based on the delay.

7. Right to offset and withhold amounts

1. Customer may only offset claims against undisputed claims, claims ready for adjudication, or claims finally adjudicated by a court.
2. Customer may exercise a withholding right and invoke the defense of non-performance only with regard to business transactions under this Agreement and only in the event that Customer's counter-claim is undisputed, ready for adjudication, or has been finally adjudicated.

8. Reservation of title

1. LOUP NOIR reserves any ownership rights and title in and to the goods until full payment has been received.
2. In the absence of our prior consent in text form, Customer shall not resell the goods shipped by us that are still subject to a reservation of title.

9. Warranty

1. If Customer is a business person (Kaufmann), it may only assert warranty claims, if it had complied with the duties to inspect and give notice of defect pursuant to Section 377 of the German Commercial Code (Handelsgesetzbuch) to which it is bound.
2. With regard to contracts on the delivery of goods, Customer is entitled to rights and claims based on the German statutory warranty rights. If Customer is a business person, warranty claims will expire within twelve (12) months from delivery.

10. Liability for damages

1. Liability of LOUP NOIR for damages subject to the statutory provisions is limited as defined in this § 10.
2. LOUP NOIR will be fully liable for damage claims resulting from death, bodily harm or health damage, for damage claims due to intentional wrongdoing or gross negligence on the part of LOUP NOIR or on the part of any of its statutory representatives or vicarious agents, and for damage claims due to non-compliance with a guarantee issued by LOUP NOIR or due to maliciously concealed defects.
3. Subject to a limitation of liability to typical and foreseeable damages, LOUP NOIR is liable for such damage claims that are caused by a negligent violation of material contract duties (cardinal duties) by itself or any of its statutory representatives or vicarious agents. "Material contract duty" shall mean a duty or obligation if compliance with the same is a prerequisite for due contract performance and the other party can therefore rely on compliance with this duty.
4. Any other claims to damages on the part of Customer are excluded. The provisions of the Product Liability Act (Produkthaftungsgesetz) remain unaffected by this § 10.
5. The limitations of this § 10 also apply to the benefit of statutory representatives, governing bodies, employees and other vicarious agents of LOUP NOIR, if claims are directly asserted against them.
6. The preceding provisions shall apply to the reimbursement of wasted expenditures accordingly.

11. Data protection

LOUP NOIR processes personal data of Customer (e.g., name, address, email, order data) in accordance with the provisions of the applicable data protection law. For further information please refer to [our Privacy Policy](#).

12. Information on dispute resolution

1. The European Commission provides a platform for online dispute resolution (also called ODR platform) which you can visit at this [link to the European Commission platform](#).
2. LOUP NOIR is neither obligated nor willing to participate in a dispute resolution procedure before a dispute resolution entity.

13. Place of performance, place of jurisdiction, applicable law

1. In the event that Customer is an entrepreneur, the place of performance for all obligations under this contract with LOUP NOIR is Stuttgart, Germany.
2. If the Customer is a business person, a public law entity, or a special fund under public law (öffentlich-rechtliches Sondervermögen), the Parties agree on Stuttgart, Germany, as the place of jurisdiction for all disputes arising out of or in connection with contracts concluded between Customer and LOUP NOIR. The same applies, if Customer does not have a residence or habitual residence within Germany.
3. With regard to Customers with a residence or habitual residence in a member state of the EU or the EEA at the time of contract conclusion the laws of the Federal Republic of Germany, excluding the UN Convention on the International Sale of Goods (CISG) are applicable. With regard to Customers with a habitual residence in a country that is neither a member state of

the EU nor the EEA German law is applicable under exclusion of the CISG and under exclusion of German consumer protection law (especially, provisions regarding the right of withdrawal as detailed in § 3). Statutory provisions on the restriction of choice of law and on the applicability of mandatory statutory provisions of other countries, including but not limited to the country in which Customer (in its capacity as a consumer) has its habitual residence, remain unaffected.

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