

General terms and conditions with customer information

1) Scope of application

1.1 These General Terms and Conditions of Business (hereinafter referred to as "GTC") of Max Wisshak, trading under "speleo-photo editions" (hereinafter referred to as "seller"), apply to all contracts for the delivery of goods that a consumer or entrepreneur (hereinafter referred to as "customer") concludes with the seller with regard to the goods displayed by the seller in his online shop. The inclusion of the customer's own terms and conditions is hereby rejected, unless otherwise agreed.

1.2 A consumer in the sense of these GTC is any natural person who concludes a legal transaction for purposes that cannot be predominantly attributed to his commercial or self-employed professional activity.

1.3 Entrepreneur in the sense of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

2) Conclusion of contract

2.1 The product descriptions contained in the seller's online shop do not represent binding offers on the part of the seller but serve to provide a binding offer by the customer.

2.2 The customer can submit the offer using the online order form integrated into the seller's online shop. After placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping cart by clicking the button concluding the ordering process. Furthermore, the customer can also submit the offer to the seller by e-mail, online contact form, telephone or post.

2.3 The seller can accept the customer's offer within five days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or

- by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or

- by requesting the customer to pay after placing his order.

If there are several of the aforementioned alternatives, the contract is concluded at the time when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day after the customer sends the offer and ends with the expiry of the fifth day following the sending of the offer. If the seller does not accept the customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

2.4 If a payment method offered by PayPal is selected, the payment will be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the Terms for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>. If the customer pays by means of a method of payment offered by PayPal, which can be selected in the online order process, the seller declares the acceptance of the customer's offer at the moment the customer clicks on the button completing the order process.

2.5 When an offer is submitted via the seller's online order form, the text of the contract is stored by the seller after the conclusion of the contract and is sent to the customer in text form (e.g. e-mail, fax or letter) after the customer has sent his order. The seller shall not make the text of the contract accessible beyond this.

2.6 Before the binding submission of the order via the seller's online order form, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective technical means for better recognition of input errors can be the enlargement function of the browser, with the help of which the display on the screen is enlarged. Within the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks on the button that concludes the ordering process.

2.7 The German and English languages are available for the conclusion of the contract.

2.8 The order processing and contact are usually carried out by e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3) Right of withdrawal

3.1 Consumers are generally entitled to a right of withdrawal.

3.2 More detailed information on the right of revocation can be found in the seller's revocation instructions.

3.3 The right of revocation does not apply to consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole residence and delivery address are outside the European Union at the time of conclusion of the contract.

4) Prices and terms of payment

4.1 Unless otherwise stated in the seller's product description, the prices stated are total prices. Value added tax is not levied, as the seller is exempt from VAT as a small business. Any additional delivery and shipping costs that may be incurred shall be stated separately in the respective product description.

4.2 For deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which the seller is not responsible, and which are to be borne by the customer. These include, for example, costs for money transfer through credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of money if the delivery is not to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

4.3 The customer will be informed of the payment option(s) in the seller's online shop.

4.4 If advance payment by bank transfer has been agreed upon, payment is due immediately after conclusion of the contract, unless the parties have agreed upon a later due date.

4.5 If a payment method offered via the payment service "PayPal" is selected, the payment shall be processed via PayPal, whereby PayPal may also use the services of third-party payment service providers for this purpose. If the seller also offers payment methods via PayPal for which he makes advance payments to the customer (e.g. purchase on account or payment by instalments), he assigns his payment claim to PayPal or to the payment service provider commissioned by PayPal and specifically named to the customer. Before accepting the seller's declaration of assignment, PayPal or the payment service provider commissioned by PayPal shall conduct a credit check using the transmitted customer data. The seller reserves the right to refuse the customer the selected payment method in the event of a negative test result. If the selected payment method is approved, the customer must pay the invoice amount within the agreed payment period or in the agreed payment intervals. In this case, he can only pay to PayPal, or the payment service provider commissioned by PayPal with debt-discharging effect. However, the seller remains responsible for general customer inquiries, e.g. regarding the goods, delivery time, shipment, returns, complaints, revocation declarations and deliveries or credit notes, even in the case of assignment of claims.

4.6 If the payment method invoice purchase is selected, the purchase price is due after the goods have been delivered and invoiced. In this case, the purchase price is payable within 14 (fourteen) days of receipt of the invoice without deduction, unless otherwise agreed. The seller reserves the right not to offer the payment method Invoice Purchase or to offer it only up to a certain order volume and to reject this payment method if the specified order volume is exceeded. In this case, the seller will inform the customer of a corresponding payment restriction in his payment information in the online shop.

5) Delivery and shipping conditions

5.1 Delivery of goods shall be made by dispatch. 5.1 If the Seller offers dispatch of the goods, delivery shall be made within the delivery area specified by the Seller to the delivery address specified by the Customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the Seller's order processing shall be decisive. Deviating from this, if the payment method PayPal is selected, the delivery address deposited by the customer with PayPal at the time of payment shall be decisive.

5.2 If the delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result. This shall not apply with regard to the costs for the return shipment if the customer effectively exercises his right of revocation. In the event of an effective exercise of the right of revocation by the customer, the provision made in the Seller's revocation instructions shall apply to the return costs.

5.35.3 If the customer is acting as an entrepreneur, the risk of accidental loss and accidental deterioration of the sold goods shall pass to the customer as soon as the seller has delivered the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If the customer is acting as a consumer, the risk of accidental loss and accidental deterioration of the goods sold shall in principle only pass to the customer or a person authorised to receive the goods when the goods are handed over to the customer. Notwithstanding the foregoing, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer, even in the case of consumers, as soon as the seller has delivered the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment, if the customer commissions the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment to carry out the shipment and the seller has not previously named this person or institution to the customer.

5.4 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the non-delivery and the Seller has, with due diligence, concluded a specific covering transaction with the supplier. The Seller shall make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately, and the consideration will be refunded without delay.

5.5 Self-collection is not possible for logistical reasons.

6) Retention of title

If the seller makes advance payment, he reserves the right of ownership of the delivered goods until full payment of the purchase price owed.

7) Liability for defects (warranty)

7 If the purchased item is defective, the provisions of the statutory liability for defects shall apply, unless otherwise stipulated in the following provisions. This does not apply to contracts for the delivery of goods:

7.1 If the customer acts as an entrepreneur,

- the Seller shall have the choice of the type of subsequent performance;
- in the case of new goods, the limitation period for defects shall be one year from delivery of the goods;
- in the case of used goods, the rights and claims for defects are excluded;

- the limitation period shall not recommence if a replacement delivery is made within the scope of liability for defects.

7.2 The above-mentioned limitations of liability and shortening of time periods do not apply to

- to claims for damages and reimbursement of expenses of the customer,
- in the event that the Seller has fraudulently concealed the defect,

7.3 In addition, for entrepreneurs, the statutory limitation periods for any statutory right of recourse shall remain unaffected.

7.4 If the customer acts as a merchant within the meaning of § 1 of the German Commercial Code (HGB), he shall be subject to the commercial duty of inspection and notification of defects pursuant to § 377 of the German Commercial Code (HGB). If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed to have been approved.

7.5 If the customer is acting as a consumer, he is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller of this. If the customer does not comply with this, this shall have no effect on his statutory or contractual claims for defects.

8) Liability

The Seller shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows:

8.1 The Seller shall be liable without limitation for any legal reason

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, limb or health,
- on the basis of a guarantee promise, unless otherwise regulated in this respect,
- on the basis of mandatory liability such as under the Product Liability Act.

8.2 Where the customer is a consumer resident in Germany or a business, the following limitations of liability shall apply: If the seller negligently breaches an essential contractual obligation, their liability shall be limited to the foreseeable damage typical for this type of contract, unless they are liable without limitation in accordance with the preceding clause. Essential contractual obligations are obligations which the contract imposes on the seller, by virtue of its content, in order to achieve the purpose of the contract; the fulfilment of which is essential for the proper performance of the contract; and on the observance of which the customer may reasonably rely. In all other respects, the seller's liability is excluded, unless the seller is liable without limitation in accordance with the preceding clause.

8.3 The above liability provisions also apply with regard to the Seller's liability for its vicarious agents and legal representatives.

9) Applicable law

9.1 All legal relations between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the laws on the international purchase of movable goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence is not withdrawn.

9.2 Furthermore, this choice of law with regard to the statutory right of revocation does not apply to consumers who do not belong to a member state of the European Union at the time of conclusion of the contract and whose sole residence and delivery address are outside the European Union at the time of conclusion of the contract.

10) Alternative dispute resolution

The seller is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

Cancellation policy

Introduction

Consumers are entitled to a right of cancellation under the following terms, whereby a "consumer" is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor related to their independent professional activity:

Right of Cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party designated by you, who is not the carrier, took possession of the last item.

To exercise your right of withdrawal, you must notify us (Max Wisshak, edition speleo-photo, Osterhörn 1, 26446 Friedeburg, Germany, Tel.: 044534839272, Email: max.wisshak@speleo-photo.de) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by mail or an email). You may use the attached model withdrawal form for this purpose, though this is not mandatory.

You may also exercise your right of withdrawal online at the website <https://www.lechuguilla-cave.info/cancellation>. If you use this online function, you will immediately receive a confirmation of receipt on a durable medium (e.g., via email) containing information about the content of the withdrawal notice as well as the date and time of its receipt.

You may also fill out and submit the model withdrawal form or another clear statement electronically on our website at <https://www.lechuguilla-cave.info/cancellation>. If you choose this option, we will immediately send you (e.g., via email) a confirmation of receipt of such a withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising the right of withdrawal before the withdrawal period expires.

Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other 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 withdrawal from this contract. We will use the same payment method for this refund that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever occurs first.

You must return or hand over the goods to us without delay and, in any event, no later than fourteen days from the date on which you notify us of your withdrawal from this contract. The deadline is met if you send the goods before the fourteen-day period expires.

You are responsible for the direct costs of returning the goods.

You are only liable for any loss in value of the goods if this loss in value is attributable to handling of the goods that goes beyond what is necessary to check their condition, properties, and functionality.

Exclusion or Premature Expiration of the Right of Withdrawal

The right of withdrawal does not apply to consumers who, at the time of conclusion of the contract, are not citizens of a Member State of the European Union and whose sole residence and delivery address at the time of conclusion of the contract are located outside the European Union.

General Information

1) Please avoid damaging or soiling the goods. Please return the goods to us in their original packaging with all accessories and all packaging components. If necessary, use protective outer packaging. If you no longer have the original packaging, please ensure adequate protection against transport damage by using suitable packaging.

2) Please do not return the goods to us with shipping charges unpaid.

3) Please note that the aforementioned points 1–2 are not prerequisites for the effective exercise of the right of withdrawal.

Cancellation form

If you want to cancel the contract, please fill out this form and send it back:

To
Max Wisshak
speleo-photo editions
Osterhörn 1
26446 Friedeburg
Germany

Email: max.wisshak@speleo-photo.de

I hereby withdraw the contract concluded by me for the purchase of the following goods

Ordered on (*): _____ / received on (*): _____

Name of the consumer:

Address of the consumer:

Signature of the consumer (only in case of communication on paper):

Date: _____

(*) Delete as appropriate