

## General Terms and Conditions and Customer Information

### I. General Terms and Conditions

#### § 1 Basic Provisions

(1) The following terms and conditions apply to contracts concluded between you and us as the provider (**Butch GmbH, Tußmannstr. 63, 40477 Düsseldorf**) via the website <https://www.butch.de>. Unless otherwise agreed, any of your own terms and conditions used are hereby objected to.

(2) Consumers within the meaning of the following regulations are any natural persons who conclude a legal transaction for purposes which can predominantly not be attributed to either their commercial or independent professional activity. Entrepreneur is any natural or legal person or a legal partnership that acts in the conclusion of a legal transaction in the exercise of its independent professional or commercial activity.

#### § 2 Formation of the Contract

(1) The subject of the contract is the sale of goods, in particular kitchen and household items.

(2) By listing the respective product on our website, we make you a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the article description.

(3) The contract is concluded via the online shopping cart system as follows:

The goods intended for purchase are placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button in the navigation bar and make changes there at any time.

After calling up the "checkout" page and entering your personal data as well as payment and shipping conditions, the order data will be displayed as an order overview.

If you use an instant payment system (e.g. PayPal / PayPal Express, Sofortüberweisung) as a payment method, you will either be directed to the order overview page in our online shop or to the website of the provider of the instant payment system.

If you are redirected to the respective instant payment system, make the appropriate selection or enter your data there. Finally, the order data will be displayed as an order overview on the website of the provider of the instant payment system or after you have been redirected back to our online shop.

Before submitting the order, you have the opportunity to check and change the information in the order overview (also via the "back" function of the internet browser) or to cancel the order.

By submitting the order via the corresponding button ("buy now" or similar designation), you declare your acceptance of the offer, thus concluding the contract.

(4) Your inquiries for the preparation of an offer are non-binding for you. We make you a binding offer in text form (e.g. by e-mail), which you can accept within 5 days (unless a different period is indicated in the respective offer).

(5) The processing of the order and transmission of all information necessary for the conclusion of the contract takes place by e-mail partly automated. You must therefore ensure that the e-mail address you have stored with us is correct, the receipt of e-mails is technically ensured and in particular not prevented by SPAM filters.

#### § 3 Customized Goods

(1) You provide us with the information, texts or files necessary for the individual design of the goods via the online ordering system or by e-mail at the latest immediately after conclusion of the contract. Our possible specifications for file formats must be observed.

(2) You undertake not to transmit data whose content violates the rights of third parties (in particular copyrights, name rights, trademark rights) or violates existing laws. You expressly release us from all claims asserted in this context. This also applies to the costs of the legal representation required in this context.

(3) We do not check the data transmitted for content accuracy and therefore do not accept any liability for errors.

#### § 4 Special Agreements for Offered Payment Methods

##### (1) Payment via Klarna

In cooperation with **Klarna Bank AB (publ)**, Sveavägen 46, 111 34 Stockholm, Sweden, we offer the following payment options. Payment is always made to Klarna:

- **Instant bank transfer:** Available in Germany and Austria. Your account will be debited immediately after placing the order.

You can find more information and Klarna's terms of use [here](#). General information about Klarna can be found [here](#). Your personal data is handled by Klarna in accordance with the applicable data protection regulations and in accordance with the information in [Klarna's privacy policy](#).

You can find more information about Klarna [here](#). You can find the Klarna app [here](#).

##### (2) Ratepay Invoice, Ratepay Installment Payment

In order to offer you attractive payment options, we work together with RatePAY GmbH, Franklinstraße 28-29, 10587 Berlin (hereinafter referred to as "RatePAY"). If a valid purchase contract is concluded between you and us when using a RatePAY payment option, we will assign our payment claim to RatePAY. If you choose the RatePAY installment payment option, we will assign our payment claim to the partner bank of RatePAY GmbH. If you choose one of the RatePAY payment options offered here, you agree to the transfer of your personal data and the data of the order for the purpose of identity and creditworthiness checks and contract processing to RatePAY GmbH when placing your order. You can find all details in the additional [General Terms and Conditions and the Data Protection Notice for RatePAY Payment Options](#), which are part of these General Terms and Conditions and always apply if you choose a RatePAY payment option. **§ 5 Right of Retention, Retention of Title**

(1) You may only exercise a right of retention insofar as it concerns claims from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

(3) If you are an entrepreneur, the following shall apply in addition:

a) We retain title to the goods until all claims from the current business relationship have been settled in full. Prior to the transfer of title to the goods subject to retention of title, pledging or assigning them as security is not permitted.

b) You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims to the amount of the invoice total arising from the resale, and we accept the assignment. You remain authorized to collect the claim. However, if you do not properly meet your payment obligations, we reserve the right to collect the claim ourselves.

c) If the goods subject to retention of title are combined or mixed with other items, we acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the other processed items at the time of processing.

d) We undertake to release the security rights to which we are entitled upon your request to the extent that the realizable value of our security rights exceeds the claim to be secured by more than 10%. We shall select the security rights to be released.

## § 6 Warranty

(1) The statutory liability for defects applies.

(2) As a consumer, you are asked to check the goods for completeness, obvious defects and transport damage immediately upon delivery and to notify us and the shipper of any complaints as soon as possible. If you do not do this, this will not affect your statutory warranty claims.

(3) If you are an entrepreneur, the following provisions shall apply instead of the above warranty regulations:

a) Only our own information and the manufacturer's product description shall be deemed to be agreed as the quality of the goods, not any other advertising, public announcements and statements of the manufacturer.

b) In the event of defects, we shall, at our option, provide warranty by remedying the defect or delivering a replacement. If the defect rectification fails, you may, at your option, demand a reduction or withdraw from the contract. The defect rectification shall be deemed to have failed after a second unsuccessful attempt, unless otherwise stated in view of the nature of the item or the defect or other circumstances. In the case of rectification, we shall not bear the increased costs incurred by the transport of the goods to a place other than the place of performance, unless the transport is in accordance with the intended use of the goods.

c) The warranty period is one year from the delivery of the goods. The period of limitation does not apply:

- for damages caused by us culpably, resulting in injury to life, body or health, and in case of any other damages caused intentionally or through gross negligence;
- insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the item;
- in the case of items used in accordance with their usual use for a construction and which have caused its defectiveness;
- in the case of statutory recourse claims that you have against us in connection with defect rights.

## § 7 Choice of Law, Place of Performance, Jurisdiction

(1) German law shall apply. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the country in which the consumer has his habitual residence is not withdrawn (principle of favorability).

(2) The place of performance for all services arising from the business relationship with us and the place of jurisdiction shall be our registered office, provided that you are not a consumer, but a merchant, a legal entity under public law or a special fund under public law. The same shall apply if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or habitual abode is not known at the time the action is brought. The authority to also call upon the court at another legal place of jurisdiction remains unaffected by this.

(3) The provisions of the UN Sales Convention shall not apply expressly.

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## II. Customer Information

### 1. Identity of the Seller

Butch GmbH  
Tußmannstr. 63  
40477 Düsseldorf  
Germany  
Phone: +49 211 447 339 0  
Email: service@butch.de

### Alternative Dispute Resolution:

The European Commission provides a platform for online dispute resolution (ODR platform), which can be accessed at <https://ec.europa.eu/odr>.

We are not obliged to participate in dispute resolution proceedings before a consumer arbitration board.

### 2. Information on the conclusion of the contract

The technical steps to conclude the contract, the conclusion of the contract itself and the correction possibilities shall be in accordance with the regulations "Conclusion of the Contract" of our General Terms and Conditions (Part I).

### **3. Contract language, contract text storage**

3.1. Contract language is German.

3.2. We do not store the complete contract text. Before sending the order via the online shopping cart system, the contract data can be printed out or electronically secured using the print function of the browser. After receipt of the order by us, the order data, the legally required information for distance selling contracts and the General Terms and Conditions will be sent to you again by e-mail.

3.3. For offer requests outside the online shopping cart system, you will receive all contract data in the form of a binding offer in text form, e.g. by e-mail, which you can print out or electronically secure.

### **4. Essential characteristics of the goods or services**

The essential characteristics of the goods and/or services can be found in the respective offer.

### **5. Prices and payment modalities**

5.1. The prices stated in the respective offers as well as the shipping costs are total prices. They include all price components including all applicable taxes.

5.2. The applicable shipping costs are not included in the purchase price. They can be called up via a correspondingly designated button on our website or in the respective offer, are shown separately during the ordering process and are to be borne by you unless free shipping is promised.

5.3. If the delivery is made to countries outside the European Union, additional costs may be incurred which are not attributable to us, such as duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions), which are to be borne by you.

5.4. Any costs incurred for money transfer (transfer or exchange rate fees of the credit institutions) are to be borne by you in cases where the delivery is made to a Member State of the EU but the payment is initiated outside the European Union.

5.5. The payment methods available to you are indicated on our website or in the respective offer under a corresponding button.

5.6. Unless otherwise specified for the individual payment methods, the payment claims from the concluded contract are due for payment immediately.

### **6. Delivery conditions**

6.1. The delivery conditions, delivery date and, if applicable, any delivery restrictions can be found on our website or in the respective offer under a corresponding button.

6.2. If you are a consumer, it is legally regulated that the risk of accidental loss and accidental deterioration of the goods sold during shipment only passes to you with the delivery of the goods, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the trader or a person otherwise designated to carry out the shipment.

If you are a merchant, delivery and shipment is at your own risk.

### **7. Legal liability for defects**

The liability for defects is governed by the "Warranty" provision in our General Terms and Conditions (Part I).

These GTC and customer information have been created by the IT law specialists of the Händlerbund and are constantly checked for legal conformity. The Händlerbund Management AG guarantees the legal security of the texts and is liable in the event of warnings. For more information, please visit: <https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>.

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