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Scope

1.1 These General Terms and Conditions (hereinafter "GTC") of the Hirota-Shop, acting under "Hirota-Shop" (hereinafter referred to as "Seller"), apply to all contracts for the delivery of goods that a consumer or an entrepreneur (hereinafter referred to as "Customer") concludes with the seller with regard to the goods presented by the seller on his website. Hereby the inclusion of own conditions of the customer is contradicted, unless it is agreed otherwise.

1.2 Consumer within the meaning of these terms and conditions is any natural person who concludes a legal transaction for purposes that are predominantly neither their commercial nor their independent professional activity. Entrepreneur within the meaning of these terms and conditions is a natural or legal person or a legal partnership that acts in the execution of a legal transaction in the exercise of their commercial or independent professional activity.

2) Conclusion of contract

2.1 The product descriptions contained on the seller's website do not constitute binding offers by the seller, but serve to make a binding offer by the customer.

2.2 The customer may submit the offer via the order form available for download on the seller's website and to be sent to the seller. After submitting the completed order form to the seller, the customer submits a legally binding contract offer in relation to the goods specified in the order form.

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

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation at the customer is authoritative, or

- by delivering the ordered goods to the customer, in which case the access of the goods to the customer is decisive, or
- by asking the customer to pay after submitting his order.

If several of the aforementioned alternatives are available, the contract is concluded at the time when one of the aforementioned alternatives occurs first. The deadline for the acceptance of the offer begins on the day after the submission of the offer by the customer to run and ends with the expiry of the fifth day, which follows the dispatch of the offer. If the seller does not accept the offer of the customer 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 When submitting an offer via the seller's order form, the contract text will be stored by the seller after conclusion of the contract and sent to the customer in writing (eg e-mail, fax or letter) after the order has been sent. Any further provision of the contract by the seller does not take place.

2.5 For the conclusion of the contract the German and the English language are available.

2.6 Order processing and contacting usually take place by e-mail. The customer must ensure that the e-mail address specified by him for processing the order is correct, so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all emails sent by the seller or by third parties commissioned with the order processing can be delivered.

3) Right of Revocation

3.1 Consumers are in principle entitled to a right of revocation.

3.2 Further information on the right of revocation result from the cancellation policy of the seller.

3.3 The right of withdrawal does not apply to consumers who, at the time of the conclusion of the contract, do not belong to any Member State of the European Union and whose sole domicile and delivery address are outside the European Union at the time of the conclusion of the contract.

4) Prices and terms of payment

4.1 Unless otherwise stated in the product description and price information of the seller, the prices quoted are total prices that include statutory value added tax. Additional delivery and shipping costs are specified separately.

4.2 The payment option (s) will be communicated to the customer on the seller's website.

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

4.4 When paying by means of a payment method offered by PayPal, the payment is processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (im Folgenden: "PayPal"), under the terms of the PayPal Terms of Use, accessible at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - under the terms and conditions of payments without a PayPal account, accessible under <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

5) Delivery and shipping conditions

5.1 The delivery of goods shall be made to the delivery address specified by the customer, unless otherwise agreed. When processing the transaction, the delivery address specified in the order processing of the seller is decisive.

5.2 If the transport company sends the goods back to the seller, because a delivery to the customer was not possible, the customer bears the cost of unsuccessful shipping. This does not apply if the customer is not responsible for the circumstance leading to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless the seller has informed him of the service a reasonable time in advance. Furthermore, this does not apply to the cost of the consignment, if the customer exercises his right of withdrawal effectively. For the return costs applies in case of effective exercise of the right of withdrawal by the customer to the provision made in the cancellation policy of the seller.

5.3 Pickup is not possible for logistical reasons.

6) Retention of Title

In case of a delivery in advance, the seller reserves the ownership of the delivered goods until full payment of the purchase price owed.

7) Liability for defects (warranty)

7.1 If the purchased item is defective, the provisions of the statutory liability for defects shall apply.

7.2 Deviating from this applies to used goods: Claims for defects are excluded if the defect occurs only after one year from delivery of the goods. Defects that occur within one year of delivery of the goods can be asserted within the statutory limitation period. However, the reduction of the liability period to one year does not apply

- for items that have been used in accordance with their customary use and whose defectiveness has been caused by the buyer,
- for damages and reimbursement claims of the customer, as well
- in the event that the seller has fraudulently concealed the defect.

7.3 The customer is requested to claim delivered goods with obvious transport damage to the deliverer and to inform the seller thereof. If the customer does not comply, this has no effect on his statutory or contractual claims for defects.

8) Applicable law

For all legal relationships between the parties, the law of the Federal Republic of Germany applies, excluding the laws on the international purchase of movable goods. For consumers, this choice of law applies only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

9) Alternative Dispute Resolution

9.1 The EU Commission is providing a platform on the Internet for online dispute resolution at the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a point of contact for the out-of-court resolution of disputes arising from online purchase or service contracts involving a consumer.

9.2 The seller is neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.