



Terms of service

General terms and conditions and customer information

I. General terms and conditions

§ 1 basic provisions

(1) The following terms and conditions apply to contracts that you conclude with us as a provider (AKDR GmbH) via the website www.aroma-sauna.com Unless otherwise agreed, the inclusion of any conditions you may have used is contradicted.

(2) A consumer in the sense of the following regulations is any natural person who concludes a legal transaction for purposes that can predominantly not be attributed to their commercial or independent professional activity. Entrepreneur is any natural or legal person or a legal partnership that acts in the course of a legal transaction in the exercise of their independent professional or commercial activity.

§ 2 conclusion of the contract

(1) The subject of the contract is the sale of goods.

We sell the goods partially or exclusively as commission agents in our own name on a third party account, i.e. for a third party as the owner of the goods. Regardless of this, we are contractual partners with all rights and obligations.

(2) Already with the listing of the respective product on our website we submit you a binding offer to conclude a contract 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". Using the corresponding button in the navigation bar, you can call up the "shopping cart" and make changes there at any time.

After calling up the "Checkout" page and entering your personal data as well as the payment and shipping conditions, all order data will be displayed again on the order overview page. If you use an instant payment system (e.g. K.K., Visa - Master Card or With Bank Transfer) as a payment method, you will either be directed to the order overview page in our online shop or you will first be redirected to the website of the provider of the instant payment system.

If you are forwarded to the respective instant payment system, make the appropriate selection or entry of your data there. Finally, you will be directed back to our online shop on the order overview page.

Before sending the order, you have the option to check all the information again, to change it (also using the "back" function of the Internet browser) or to cancel the purchase.

By submitting the order using the "order with payment" button, you declare legally binding acceptance of the offer, whereby the contract is concluded.

- (4) Your inquiries regarding the creation of an offer are non-binding for you. We will make you a binding offer in text form (e.g. by email), which you can accept within 5 days.
- (5) The processing of the order and the transmission of all information required in connection with the conclusion of the contract is partially automated by e-mail. You must therefore ensure that the e-mail address you have stored with us is correct, the receipt of the e-mails is technically ensured and, in particular, is not prevented by SPAM filters.

§ 3 Individually designed goods

- (1) You provide us with the appropriate information, texts or files required 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 any data, the content of which violates the rights of third parties (in particular copyrights, naming rights, trademark rights) or violates existing laws. You expressly release us from all third party claims asserted in this context. This also applies to the costs of legal representation required in this context.
- (3) We do not check the content of the transmitted data for correctness and therefore accept no liability for errors.

§ 4 right of retention, retention of title

- (1) You can only exercise a right of retention if 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 also applies:
 - a) We reserve ownership of the goods until all claims from the current business relationship have been fully settled. Pledging or transfer by way of security is not permitted before the transfer of ownership of the reserved goods.
 - b) You can resell the goods in the ordinary course of business. In this case, you now assign to us all claims in the amount of the invoice amount that accrue from the resale, we accept the assignment. You are further authorized to collect the claim. If you do not meet your payment obligations properly, we reserve the right to collect the claim yourself.
 - c) When the reserved goods are combined and mixed, we acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed objects at the time of processing.

d) We undertake to release the securities to which we are entitled at your request insofar as the realizable value of our securities exceeds the claim to be secured by more than 10%. It is our responsibility to select the collateral to be released.

§ 5 warranty

(1) There are statutory liability for defects.

(2) As a consumer, you are asked to immediately check the item for completeness, obvious defects and transport damage upon delivery and to inform us and the freight forwarder of any complaints as soon as possible. Failure to do so will have no effect on your statutory warranty claims.

(3) As far as you are an entrepreneur, deviating from the above warranty regulations:

a) Only our own information and the manufacturer's product description are deemed to be agreed as the condition of the item, but not other advertising, public promotions and statements by the manufacturer.

b) In the event of defects, we provide a warranty of our choice through rectification or subsequent delivery. If the rectification of the defect fails, you can request a reduction or withdraw from the contract. The rectification of defects is considered to have failed after a second unsuccessful attempt, unless the nature of the thing or the defect, or other circumstances, results in particular. In the case of rectification, we do not have to bear the increased costs incurred by moving the goods to a location other than the place of performance, provided that the shipment does not correspond to the intended use of the goods.

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

- culpably caused damage from injury to life, limb or health and for other damage caused intentionally or through gross negligence;
- as far as we maliciously concealed the defect or have given a guarantee for the quality of the item;
- for items that have been used for a building in accordance with their normal use and have caused its deficiency;
- for statutory recourse claims that you have against us in connection with rights to defects.

§ 6 choice of law

(1) German law applies. For consumers, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state of the habitual residence of the consumer is not withdrawn (principle of favorability).

(2) The provisions of the United Nations Convention on Contracts for the International Sale of Goods explicitly do not apply.

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities for correction take place in accordance with the regulations "conclusion of the contract" of our general terms and conditions

3. Contract language, contract text storage

3.1. The contract language is German and English

3.2. We do not save the complete text of the contract. Before sending the order via the online shopping cart system, the contract data can be printed out or electronically saved using the print function of the browser. After we have received the order, the order data, the information required by law for distance contracts and the general terms and conditions will be sent to you again by email.

3.3. If you have a request for a quote outside of the online shopping cart system, you will receive all contract data in text form as part of a binding offer, e.g. by email, which you can print out or save electronically.

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 listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.

5.2. The shipping costs are not included in the purchase price. They can be called up via a correspondingly labeled button on our website or in the respective offer, are shown separately in the course of 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, we may incur additional costs for which we are not responsible, e.g. Customs duties, taxes, or money transfer fees (bank transfer or exchange rate fees) to be borne by you.

5.4. You have to bear the costs of the money transfer (bank transfer or exchange rate fees) in cases in which the delivery is made to an EU member state but the payment was initiated outside the European Union.

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

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

6. Terms of delivery

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

6.2. Insofar as you are a consumer, it is legally regulated that the risk of accidental loss and accidental deterioration of the sold item only passes to you when the goods are handed over, 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 entrepreneur or someone else to carry out the shipment.

If you are an entrepreneur, delivery and dispatch are at your own risk.

7. Statutory liability for defects

Liability for defects is based on the "Warranty" regulation in our General Terms and Conditions (Part I).

These general terms and conditions and customer information were created by the lawyers of the retailer association who specialize in IT law and are constantly checked for legal conformity. The Dealer Association Management AG guarantees the legal security of the texts and is liable in the event of warnings.

Cancellation-Policy

Right of Withdrawal

(A consumer is any natural person who concludes a legal transaction for purposes that can largely not be attributed to their commercial or independent professional activity.)

Right of withdrawal

You have the right to cancel this contract within 3 days without giving any reason.

The cancellation period is 3 days from the day

- on which you or a third party nominated by you, who is not the carrier, has taken possession of the goods, provided you have ordered one or more goods as part of a single order and these are or will be delivered in a uniform manner;
- on which you or a third party named by you, who is not the carrier, has taken possession of the last goods, provided that you have ordered several goods as part of a single order and these are delivered separately;
- on which you or a third party named by you, who is not the carrier, has taken possession of the last partial consignment or the last piece, provided that you have ordered goods that are delivered in several partial consignments or pieces;

In order to exercise your right of withdrawal, you must inform us (AKDRGmbH .
Wilhelmstr 45 / 58332 SCHWELM. Telephone number: +49.176.92964532, email address:

info@kinearts.com) by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to cancel this contract. You can use the attached model withdrawal form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your communication regarding your exercise of the right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this contract, we have made all payments we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you chose a different type of delivery than the cheapest standard delivery we offer have) to repay immediately and at the latest within 3 days from the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

We can refuse to refund goods that can be sent as a parcel until we have received these goods again or until you have provided proof that you have returned the goods, whichever is the earlier.

We collect the goods that cannot be sent as parcels.

You have to send back or hand over the goods that can be sent by parcel immediately and at the latest within 3 days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send the goods that can be sent by parcel before the 3 day period has expired.

You bear the direct costs of returning goods that can be sent as parcels. We bear the costs of returning goods that cannot be sent as parcels.

You only have to pay for any loss in value of the goods if this loss in value is due to handling that is not necessary for checking the nature, properties and functioning of the goods.

Reasons for exclusion or expiry

The right of withdrawal does not exist for contracts

- for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;
- for the delivery of goods that can spoil quickly or whose expiration date would quickly be exceeded;
- for the delivery of alcoholic beverages, the price of which was agreed when the contract was concluded, but which can be delivered at the earliest 30 days after the contract was concluded and whose current value depends on fluctuations in the market over which the entrepreneur has no influence;
- for the delivery of newspapers, magazines or magazines with the exception of subscription contracts.

The right of withdrawal expires prematurely for contracts

- for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal was removed after delivery;

- for the delivery of goods if, due to their nature, they have been inseparably mixed with other goods after delivery;
- for the delivery of sound or video recordings or computer software in a sealed package if the seal was removed after delivery.

Model withdrawal form :

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

- To (AKDRGmbH . Telephone number: +49.176.92964532, email address:
info@kinearts.com)

- Hereby I / we (*) cancel the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)
 - Ordered on (*) / received on (*)
 - Name of the consumer (s)
 - Address of the consumer (s)
 - Signature of the consumer (s)
(only for notification on paper)
 - date

AKDR GmbH

Wilhelmstr 45

58332 SCHWELM

Geschäftsführer : Askin Demirgoz

Amtsgericht HAGEN ; HRB11453

Ust.IdNr.: DE 328873496

E-mail : info@kinearts.com

Contact : +49.176.92964532

