

General Terms And Conditions

RIANI Online-Store (Version: 07.09.2018)

SECTION 1 Scope

1. For business relationships between RIANI GmbH, Riani Platz 1, 73614 Schorndorf, Germany, Phone: +49 (0)7181-93 884-0, entered in the Commercial Register of the Stuttgart District Court under HRB 280462, represented by managing directors Jürgen Buckenmaier and Martina Buckenmaier, VAT ID No.: DE146624079 (hereafter: "Seller") and the buyer (hereafter: "Customer") of goods via the online sales platform at www.riani-stage.de (hereafter: "RIANI online store") the following General Terms and Conditions (hereafter: "Terms") apply exclusively in the version that is valid at the time of the order.
2. The following terms do not apply for orders or other business relationships that are entered into by RIANI GmbH or its contract partners outside of the RIANI online store.
3. Customer service for the RIANI online store is handled by the seller, whom the customer may contact with questions, requests or complaints: RIANI GmbH, Riani Platz 1, 73614 Schorndorf, Germany, Phone: +49 (0)7181-93 884-823, Fax +49 (0)7181-93 88 440, Email: service@riani.de.
4. Goods within the meaning of these terms include all products and services that can be acquired through an online order in the RIANI online store.
5. The goods offered in the RIANI online store are exclusively intended for consumers of legal age with a residential address in Germany or Austria and who are able to provide a delivery address in the territory of the Federal Republic of Germany or Austria. The customer is a consumer as long as the purpose of the requested deliveries and services cannot predominantly be attributed to a commercial or independent professional activity. In contrast, an entrepreneur is any natural person or legal entity or partnership with legal capacity which is acting in the scope of their commercial or independent professional activities when concluding this contract.

SECTION 2 Contractual conclusion

1. The presentation of goods in the RIANI online store merely constitutes an invitation to the customer to submit offers to conclude a purchase agreement regarding the presented goods.
2. The customer may select goods from the seller's portfolio and collect these in a so-called electronic basket using the button "Add to basket". When the customer clicks the button "Confirm order", this constitutes a binding offer to purchase the goods located in the basket (hereafter "Order"). Before sending the order, the customer can view, review and subsequently correct or modify the order information at any time in the order overview. Changes can be made in the order overview at any time. The order can only be submitted and sent if the customer has accepted the terms by clicking the button "Accept terms" and thereby included them in the request. Goods will only be delivered in typical quantities for household use.
3. After submitting the order, the seller sends the customer an automatic confirmation of receipt by email which outlines the customer's order again, and which the customer can print using the "Print" function. The automatic confirmation of receipt merely documents that the seller has received the customer's offer and does not constitute acceptance of the customer's offer.
4. The contract between the customer and the seller is not established until the seller submits the declaration of acceptance. The seller declares acceptance through an invoice sent to the customer by email. In this email or a separate email, yet no later than upon delivery of the goods, the text of the contract (consisting of the order, terms and shipping confirmation) will be sent to the customer by the seller on a permanent storage medium (email or paper printout) (hereafter: "Contract confirmation"). The text of the contract will be stored by the seller, observing the principles of data protection.
5. The contract will be concluded in German.
6. The customer agrees to receive invoices electronically. Electronic invoices will be sent to the customer by email as PDF files in attachments.



SECTION 3 Delivery and availability of goods

1. The seller will exclusively deliver the goods to the shipping address indicated by the customer in the order. Deliveries will be made within the Federal Republic of Germany and to Austria.
2. The seller may communicate the delivery period to the customer during the order process in the RIANI online store (or potentially on the shipping confirmation). If no delivery period or no deviating delivery period has been indicated for the goods in question in the RIANI online store, the delivery period for standard shipping will be up to five business days after order confirmation by the seller.
3. If no copies of the goods selected by the customer are available at the time of the order, the seller will communicate this promptly to the customer in the order confirmation. If the goods are permanently out of stock, the seller will refrain from making a declaration of acceptance. No contract will be established in this case. If the goods designated by the customer in the order are only temporarily out of stock, the seller will also promptly inform the customer of this fact in the order confirmation.
4. The following delivery restrictions exist: The seller will only deliver to customers with a habitual residence (billing address) in the following countries and who are also able to provide a shipping address in the same country: Germany and Austria.

SECTION 4 Reservation of title

1. Until full payment of the purchase price, the delivered goods will remain the property of the seller.
2. If the customer enters into a delay of more than ten days in paying the purchase price, the seller has the right to withdraw from the contract and demand return of the goods.

SECTION 5 Cancellation policy

1. When engaging in distance selling transactions, consumers have a statutory right of cancellation as a rule, regarding which the seller hereby informs the consumer according to the legal wording:

You have the right to withdraw from this contract within fourteen days without giving a reason.

The cancellation period amounts to fourteen days starting from the date when you, or a third party named by you who is not a carrier, took possession of the goods.

To exercise your right of cancellation, you need to inform us (RIANI GmbH, Riani Platz 1, 73614 Schorndorf, Germany, Phone: +49 (0)7181-93 884-823, Fax +49 (0)7181-93 88 440, Email: service@riani.de) of your decision to cancel this contract in an unambiguous declaration (e.g. a letter sent by mail, fax or email). You can use the attached sample cancellation form to do so, although this is not required.

To comply with the cancellation deadline, it is sufficient for you to send us notification that you are exercising your right of cancellation before the end of the cancellation period.

Consequences of cancellation

If you cancel this contract, we are required to return all payments that we have received from you, including delivery costs (with the exception of additional costs as a result of you choosing a different delivery method than the cheap standard delivery option offered by us), promptly and within fourteen days of the date on which we receive notification that you are cancelling this contract. For this repayment, we will use the same payment method you used for the original transaction, unless another method has expressly been agreed with you; we will not charge you fees for this repayment under any circumstances.

We can refuse this repayment until the goods have been returned to us or until you have demonstrated that you have sent the goods back, depending on which happens sooner.

You must send back or hand over the goods to us promptly and no later than 14 days after the date you inform us that you are cancelling the contract. The deadline is met if you send the goods before the period of fourteen days has elapsed.

You will be responsible for the direct costs of sending back the goods.



You will only be responsible for a potential loss of value in the goods if this loss of value can be attributed to a manner of handling the goods that was not necessary in order to review their composition, properties and functionality.

The right to cancellation does not exist for contracts regarding deliveries of audio or video recordings or computer software in sealed packaging if the seal has been removed after delivery.

The seller hereby provides the following sample cancellation form:

Sample cancellation form

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

– To [The entrepreneur must enter the name, address and if relevant, the fax number and email address of the entrepreneur]:

– I/we (*) hereby cancel the contract I/we (*) have concluded regarding the purchase of the following goods (*) / the fulfilment 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

(*) Cross out information that does not apply

SECTION 6 Prices and shipping costs

1. All prices indicated in the RIANI online store are to be understood as including the relevant applicable statutory value-added tax.
2. The seller will notify the customer of any shipping costs incurred as well as any additional costs in the order form directly before order submission. The customer must pay the notified shipping costs and any additional costs unless the customer exercises the right of cancellation.
3. The goods will be sent by mail. The seller will bear the shipping risk if the customer is a consumer. In case of cancellation, the customer must bear the direct costs for sending back the goods.

SECTION 7 Payment

1. The customer can pay for the goods via invoice, credit card, Sofort transfer, advance payment, direct debit or PayPal. The available payment methods will be displayed to the customer during the order process. The seller will only accept the payment methods displayed to the customer during the order process.
2. When selecting payment via invoice, the customer will receive the bank details and reference line by email. The customer must make a transfer to the indicated account of the seller and enter the reference line correctly to allow the seller to correctly allocate payments. For payment via invoice, the customer's details (in particular name and contact details) will be transferred to the credit agency Creditreform Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss, for a credit check. If this check does not have the desired outcome, for instance, because it is impossible to unambiguously match up the data, the seller will automatically offer the customer a different available payment method. The customer can review the information pursuant to Article 14 of the EU General Data Protection Regulation regarding the data processing carried out by Creditreform Boniversum GmbH at www.boniversum.de/eu-dsgvo. In case of returns, the corresponding amount will be credited to the bank account from which the customer made the transfer.
3. When using the Sofort transfer method, the transaction will be carried out using the online transfer process provided by Sofort GmbH. After the customer has chosen Sofort transfer as the payment method and confirmed the order, the customer will be forwarded to Sofort GmbH. Here, the customer can carry out the online transfer using his or her online banking details, or with a PIN and TAN. In case of returns, the seller will reimburse the credit amount to the customer's bank account.



When using Sofort transfer, the end customer is directly engaging Sofort GmbH, Theresienhöhe 12, 80339 Munich, Germany to arrange the transfer in its online banking portal. Sofort GmbH interacts directly with the end customer through the payment window and therefore has a direct relationship with the customer. Therefore, Sofort GmbH is responsible for the collection and processing of personal data in this context. This is derived from the privacy policy of Sofort GmbH which was arranged with the competent data protection authorities and which the user accepts every time a Sofort transfer is carried out. The privacy policy can be accessed directly at the following link: https://www.sofort.com/payment/wizard/getCmsContent/data_protection/DE/0/de

4. When using the payment method of advance payment, the customer will receive the transfer data in the order confirmation as well as a separate email. The seller will process and send the customer's order as soon as the seller has received the customer's payment. Depending on the bank, it can take between one and three business days after generating the transfer order until the seller receives the customer's payment. When choosing the payment method of advance payment, the customer must make a transfer exclusively to the indicated account of the seller and enter the reference line correctly to allow the seller to correctly allocate payments. In case of returns, the corresponding amount will be credited to the bank account from which the customer made the transfer.
5. When using the payment method of direct debit, the customer will be asked to provide his or her bank details. When confirming the order, the customer sends a direct debit mandate to the seller authorizing the seller to withdraw the purchase amount. After the order, the seller will confirm to the customer that the direct debit mandate has been issued in an email. For payment via direct debit, the customer's details (in particular name and contact details) will be transferred to Creditreform Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss, for a credit check. If this check does not have the desired outcome, for instance, because it is impossible to unambiguously match up the data, the seller will automatically offer the customer different available payment methods. You can review the information pursuant to Article 14 of the EU General Data Protection Regulation regarding the data processing carried out by Creditreform Boniversum GmbH at www.boniversum.de/eu-dsgvo. In case of returns, the seller will transfer the credit amount to the bank account indicated during the purchase.
6. When using the payment method of PayPal, the customer will be automatically forwarded to PayPal. Here, the customer can verify his or her identity using the PayPal username and password. If the customer does not have a PayPal account, the customer can also register directly with PayPal during the order process. In case of returns, the amount will be credited back to the customer's PayPal account.

When using PayPal, the end customer is directly engaging PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg to arrange the transfer in its online banking portal. PayPal interacts directly with the end customer through the payment window and therefore has a direct relationship with the customer. Therefore, PayPal is responsible for the collection and processing of personal data in this context. This is derived from the privacy policy of PayPal which was arranged with the competent data protection authorities and which the user accepts every time a PayPal transfer is carried out. The privacy policy can be accessed directly at the following link: https://www.paypal.com/de/webapps/mpp/ua/privacy-full?locale.x=de_DE

7. To safeguard against credit risks in the individual case, the seller reserves the right to exclude certain payment methods, in particular payment via invoice.
8. The payment of the purchase price becomes due immediately upon conclusion of the contract. If the maturity of the payment is determined based on calendar dates, the customer will enter into default as soon as the date has elapsed. In this case, the customer must pay default interest to the seller amounting to 5 percent more than the basic interest rate published by the European Central Bank. In case greater default damages have been demonstrably incurred for the seller, the seller is entitled to assert claims for these damages.

SECTION 8 Guarantee

1. If the delivered goods are defective, the customer can demand subsequent fulfilment within the scope of the applicable statutory regulations, withdraw from the contract or reduce the purchase price.
2. The limitation period for guarantee claims for the delivered goods amounts to two years after receipt of the goods.
3. An additional guarantee only applies for the goods delivered by the seller if this is expressly indicated in the order confirmation for the goods in question.



SECTION 9 Liability

1. The seller bears unlimited liability for wilful intent and gross negligence. In case of ordinary negligence, the seller is only liable for damages due to the injury of life, body and health, or violation of an essential contractual obligation. An essential contractual obligation is an obligation which must be fulfilled in order to make proper contractual implementation possible, regarding which the contracting party can and does regularly rely on compliance.
2. In case of a violation of essential contractual obligations due to simple negligence, the amount of the seller's liability is limited to foreseeable, typically occurring damages. Otherwise, liability is excluded for the seller.
3. The present liability restrictions also apply to the benefit of the seller's legal representatives and aides.
4. The present liability restrictions do not apply insofar as the seller fraudulently conceals a defect or has accepted a guarantee for the quality of the goods. The stipulations of product liability law remain unaffected.
5. Data communication over the internet cannot be guaranteed without errors or continuously available based on the current state of the art. In this regard, the seller is not liable for the continuous or uninterrupted availability of the RIANI online store.

SECTION 10 Data protection

1. The seller will exclusively collect, process and save all personal data communicated by the customer (title, name, address, date of birth, email address, phone number, fax number, bank details, credit card number) according to the provisions of German data protection law.
2. The customer's personal data, insofar as this is necessary for establishing, configuring content or modifying the contractual relationship (master data) will exclusively be used to handle purchase agreements concluded between the customer and the seller, for instance to deliver goods to the address indicated by the customer.
3. The customer's personal data that is required in order to accept and settle the seller's offer (usage data) will also exclusively be used to settle purchase agreements concluded between the customer and the seller. Such usage data particularly includes characteristics that identify the customer as a user, information regarding the start, end and scope of the respective usage and information about the telecommunications media utilized by the customer as user.

SECTION 11 Final provisions

1. The laws of the Federal Republic of Germany will apply for contracts between the seller and the customer, to the exclusion of the UN Convention on the International Sale of Goods. The legal regulations regarding the restriction of choice of law and the applicability of mandatory regulations, particularly those of the country where the customer has his or her habitual residence, remain unaffected.
2. The statutory regulations apply regarding the place of jurisdiction. The seller will not participate in dispute resolution proceedings before a consumer arbitration board.
3. Insofar as the customer is a businessperson, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes resulting from contractual relationships between the customer and the provider will be the location of the provider's registered office.
4. In case individual points are legally invalid, the remaining sections of the contract will remain binding. The invalid points will be replaced by the statutory regulations, insofar as these exist. If this would constitute an unreasonable hardship for one of the contracting parties, however, the contract will become invalid as a whole.