

General terms and conditions

1. Scope of application

The following terms and conditions apply to all orders placed through our online shop.

This online shop is intended only for consumer use. A consumer is any natural person who concludes a transaction for a purpose which cannot be attributed to either their commercial or professional capacity as defined in §13 of the German Civil Code (BGB).

Businesses are asked to use our separate online shop for B2B transactions.

2. Parties and contracts

When placing an order via this online shop, you are entering into a contract with

Prophete GmbH und Co. KG.
Lindenstraße 50
33378 Rheda-Wiedenbrück

General Partner:

Prophete Verwaltungs-GmbH, Managing Directors: Severine Lönne, Eberhard Dörr, Dirk Vroomen

Phone: +49 05242-4108-0
Fax: +49 05242-4108-955
Website: www.prophete.de
Email: vertrieb@prophete.de

Commercial Register: Gütersloh District Court HRA 5063

By presenting the products in the online shop, we are making a binding offer to enter into a contract for the sale of the same. Contracts are not offered for any products marked as „currently unavailable“. By clicking „Buy Now“, you are entering into a contract with us to purchase the goods contained in your shopping basket.

The ordering process includes the following steps:

You can add one or more products to your basket. At this point, you are under no obligation to complete the purchase. You can display the content of your basket at any time and remove or edit any items contained therein. Once you click „Checkout“, you will be presented with options for how you wish to place your order. You can choose „Pay with Amazon“ and continue the ordering process using your Amazon account data (name, address, and payment information). Alternatively, you can create an account with us or login to your existing user account. It is also possible to place an order directly without registering. After entering the required data, selecting the billing and delivery address, and payment options if a different shipping address is provided, you will be asked to confirm that your consent to these terms and conditions and that you have been notified of your statutory right to rescind the order.

Before submitting your binding order, you have a final opportunity to check your details in an order overview. You can still correct any information (e.g. name, address, payment method, shipping method, items ordered). Once you

click „Buy Now“, you are making a binding acceptance of our offer to enter into a contract for the sale of the goods ordered.

Immediately upon submitting the order, you should receive a confirmation email. This email will contain another copy of these terms and conditions and the notice of your statutory right as a consumer to rescind your order.

3. Contract language, archiving, access to the contract text, and the applicable terms and conditions

The contract language is German.

We do not save the text of the contract. You can print out and/or save the order data immediately after sending the order using your browser's print and save functions. The order data and these terms and conditions will be emailed to you after you place your order. You can also view these terms here at any time. If you have registered for a customer account with us, you can also view your orders in your customer account. For security reasons, your past orders will no longer be accessible online if you order without registering or choose „Pay via Amazon“. However, you may request your order data from us at any time.

4. Shipping costs, delivery terms

We provide free shipping.

Your goods will be delivered within 8 to 10 days after we receive your payment.

Orders must be delivered and cannot be collected from us in person. We do not deliver to Packstation locations.

5. Prices, payment

The prices in our online shop are in euros (€). They include statutory value-added tax and other price components.

In our shop you can select from the following methods of payment:

Payment in advance

With advance payments, we will provide you our bank details on the order page and order confirmation and deliver the goods after we receive payment. If we do not receive your payment within 10 days, we are entitled to withdraw from the contract.

Paypal

You can pay the invoice amount through the online provider PayPal. You must register first with PayPal or otherwise login to your existing account and confirm your payment. Further information will be provided during the order process.

Amazon Payments

With Amazon Payments, you can use the payment and shipping information stored in your Amazon account. Simply login to your Amazon account. You must register first with PayPal or otherwise login to your existing account and confirm your payment. Further instructions on how to login will be provided during the ordering process.

We do not charge fees for any of these payment methods.

6. Right of rescission

In the case of contracts placed via this online shop, consumers are entitled by statute to rescind their order as follows.

Notice of your right to rescind your order

Your right to rescind your online order

You have the right to cancel this contract within fourteen days without specifying any reasons. The cancellation period is fourteen days from the date on which you, or a third party other than the carrier that is designated by you, take(s) possession of the goods.

To exercise your right of withdrawal, you must expressly notify us of this by sending an unequivocal statement of your decision to do so by letter, fax, or email to Prophete GmbH u. Co. KG, Lindenstraße 50, 33378 Rheda-Wiedenbrück, vertrieb@prophete.de, Telephone: +49 (0) 5242-4108-0, Fax: +49 (0) 5242-4108-955. You can use the attached withdrawal form template for this purpose, but this is not mandatory.

To keep the cancellation period, it is sufficient for you to send the notification to exercise your right of cancellation before the expiry of the cancellation period.

Consequences of rescinding your order

If you choose to withdraw from this contract, we shall refund all payments we have received from you without delay, including shipping costs (except for additional costs arising in the event of selecting a method of shipping different from the most cost-efficient standard delivery offered by us), no later than fourteen days from the date on which we have received the notice of withdrawal from this contract. The refund shall be issued to the same payment method that you provided for the original transaction, unless otherwise explicitly agreed with you; under no circumstances will you be charged fees to process this refund.

We will collect the goods at our expense.

The customer is obliged to compensate any loss of value of the goods that may arise from improper handling of the goods that was not required for purposes of inspecting their condition, properties, and functioning.

End of the notice

7. Warranties and guarantees

The statutory liability for defects applies. If additional warranties apply, you will find information about the warranty and its exact terms for each product and on special information pages in the shop. In the event of a warranty, this will not limit your statutory rights to assert warranty claims for defects.

8. Retention of title

The goods remain our property until full payment.

9. Customer service

You can reach our customer service for questions or complaints on weekdays from 9:00 am to 6:00 pm by calling +49 (0) 5242-4108-0 or by email at vertrieb@prophete.de.

10. Online dispute resolution

Online dispute resolution pursuant to Art. 14 para. 1 ODR-VO: the European Commission provides a platform for online dispute resolution at <http://ec.europa.eu/consumers/odr/>.

