

GENERAL TERMS AND CONDITIONS

Version: December 2021

1. Object of the Contract

1.1 The following General Terms and Conditions shall apply to all delivery transactions between

Moree Germany GmbH
Kaiserswerther Markt 11
40489 Düsseldorf
Germany

Tel: +49 211 302 768 0
E-Mail: info@moree.de

Managing partners
Christian Drawert
Annette Wasmuth

Register court & register number: Local court Düsseldorf, HRB 8720

(Seller) and its Customers. These General Terms and Conditions shall apply both to adult Entrepreneurs within the sense of § 14 BGB (German Civil Code) (Commercial Customers) and Consumers within the sense of § 13 BGB (Consumer Customers). If and insofar as the provisions in the following General Terms and Conditions are to apply exclusively in relation to Commercial Customers or exclusively in relation to Consumer Customers, the respective circumstance shall be expressly referred to in connection with the specific provision. According to § 13 BGB, a Consumer is defined as any individual who enters into a transaction for purposes that can neither be attributed to their commercial nor their self-employed activity. Entrepreneurs within the sense of § 14 Para. 1 BGB are any natural or legal person or legal partnership who/which, when concluding a legal transaction, does so in exercising their/its commercial or self-employed activity.

1.2 The version of the General Terms and Conditions valid at the time the contract is concluded shall apply.

1.3 The application of deviating terms and conditions by Customers is expressly rejected. These shall only apply if and insofar as their application has been expressly agreed.

1.4 The contract language is exclusively German.

1.5 You can access and print the currently valid General Terms and Conditions on the website [<https://moree.de/en/general-terms-and-conditions/>].

2. Contract Formation

2.1 The display of goods on the Seller's website does not constitute an offer to conclude a contract, but rather involves an invitation to the Customer to submit

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IBAN:
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DISTRICT COURT

Düsseldorf HRB 87203
VAT ID
DE 326 725 209

an offer (invitatio ad offerendum). Only the completion of the ordering process shall constitute a legally binding offer by the Customer to conclude a contract (order). To prepare the order, the Customer may place the product in the electronic shopping cart by clicking the appropriate button in the product view.

When you click on the „Show shopping cart“ button, you will receive an overview of all the products that you have placed in the electronic shopping cart. Here you have the option to make changes to the selection or to remove products from the shopping cart.

You initiate the ordering process by clicking the „Proceed to checkout“ or „Continue to checkout“ button.

„Proceed to checkout“ leads you to the input mask of your personal data. Here you will be asked to enter your data, which we need for shipping and billing. You have the option to register as a customer and create a customer account and order with your own customer account or order as a guest without a customer account. The order is continued by entering your name, address and other requested customer data via the mask and selecting the payment options. Here you will find an overview of all the products you have placed in the shopping cart, as well as all other possible costs associated with your order. By sending an order via the online store by clicking on the button „Order subject to payment“, the customer submits a legally binding order or legally binding offer to purchase the goods in the shopping cart. Before submitting the order, the customer can change and view the data at any time.

However, the application can be submitted and transmitted only after clicking the button „I accept the terms and conditions“.

The order is completed at the end of the order form by clicking the „Buy“ button. Receipt of the order shall be immediately confirmed by the Seller through a confirmation of receipt email. This confirmation of receipt does not represent an acceptance of the order.

The acceptance of the contract by the seller is made by separate order confirmation by e-mail. In this e-mail, but at the latest upon delivery of the goods, the text of the contract (consisting of order, GTC and order confirmation) will be sent to the customer by the seller on a durable medium (e-mail or paper printout). The contract text will be stored in compliance with data protection. The conclusion of the contract takes place in German language.

2.2 In principle, the Seller's range of goods is comprised of all goods available for purchase. Notwithstanding this, the Seller shall reserve the right in individual cases to check availability upon receipt of the order and insofar as an exception in availability arises, shall immediately inform the Customer and immediately refund any payments already made by the Customer.

3. Payment terms

3.1 Insofar as a special payment method is not specified in advance, the Customer shall have the option to choose from various payment methods. The available payment options can be viewed on the Seller's website (currently payment by bank transfer, PayPal Standard, direct debit or credit card possible). For each order, we reserve the right to not offer certain payment methods and indicate other payment methods.

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3.2 The payment of the purchase price shall be due immediately upon conclusion of the contract. Unless otherwise agreed, goods shall only be shipped against payment in advance. Insofar as the goods are shipped on account, the purchase price is due for payment immediately and without deduction.

3.3 The Customer shall only be entitled to a right of set-off insofar as their counterclaim has been legally established or is undisputed. The Customer shall only be entitled to assert a right of retention due to counterclaims arising from this contractual relationship.

4. Vouchers

Issued vouchers are promotional vouchers that cannot be purchased, but are issued by the seller as part of promotional campaigns. Vouchers can be redeemed for the purchase of goods in our online store online.

Vouchers are subject to separate regulations, which are communicated in connection with the respective voucher. The following applies to all vouchers, that they are not transferable. A voucher is valid once until the date stated on the voucher and will be automatically deducted from your invoice if the voucher code is given at the time of ordering. Click on „Apply Coupon“ in the shopping cart/checkout and enter the coupon code here.

When redeemed, this will be deducted proportionally from the individual prices of the products in the shopping cart for which the voucher is valid. Vouchers are not creditable against shipping costs. When returning a product for which a voucher was redeemed, the order value reduced by the voucher portion will be refunded. A (pro rata) refund or reactivation of the voucher will not be made. A cash payment or a retroactive credit to orders already made by vouchers of vouchers is not possible. The resale of vouchers is not permitted.

5. Retention of Title

5.1 The goods sold shall remain the property of the Seller until full payment of the purchase price is made. The Buyer shall be obligated to handle the goods with care until the transfer of ownership is finalised.

5.2 If you are an Entrepreneur within the sense of § 14 BGB, the following also applies: We reserve ownership of the goods until all claims arising from the current commercial relationship are settled in full. A pledge or security transfer shall not be permitted prior to the transfer of ownership of the goods subject to retention of title.

6. Delivery, Shipping Costs

6.1 We are entitled to make partial deliveries insofar as this is reasonable for the Customer. Unless otherwise agreed, delivery shall be made to the delivery address specified by the Customer.

The delivery/s is/are free curbside.

6.2 Delivery shall be made within 4 working days within Germany and 1-2 weeks within the EU, unless other delivery periods are indicated.

The delivery times stated by us are calculated from the time of our order

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confirmation, prior payment of the purchase price presumed (excluding purchases on account). The freight, delivery and shipping costs can be viewed via the website menu under the corresponding link.

6.3 The Customer shall ensure that a barrier-free and problem-free access to the property or house or apartment is guaranteed in a timely manner before delivery. The Customer shall be held responsible if the conditions for delivery to the house or apartment are not met.

7. Cancellation Right for Consumer Customers

Exclusively for Consumer Customers within the sense of § 13 BGB, i.e. natural persons who conclude a legal transaction for a purpose that can be attributed neither to their commercial nor to their self-employed activity, the following shall apply:

Cancellation Right

You have the right to cancel this contract within fourteen days without providing reasons.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the final goods.

In order to exercise your cancellation right, you must notify us at:

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Tel.: +49 211 302 768 0
Email: info@moree.de

by means of a clear declaration (e.g. a letter sent by mail or email) regarding your decision to cancel this contract. You may use the attached Sample Cancellation Form for this purpose, however, this is not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the cancellation right prior the expiry of the cancellation period.

Consequences of Cancellation

If you cancel this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the least expensive standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment used by you for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse to refund you until the goods are returned to us or until you have provided proof that you have returned the goods, whichever is the earlier date.

You must return or hand over the goods to us immediately and in any case,

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no later than within fourteen days from the day on which you notify us of the cancellation of this contract. The deadline shall be considered met if you send the goods before the fourteen-day deadline.

You shall bear the direct costs of returning the goods.

You shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functionality of the goods.

Exceptions to the cancellation right

The cancellation right does not apply to the following contracts: The cancellation right does not exist for the delivery of goods that are not prefabricated or for their production in which an individual selection or determination by the Consumer is decisive or for which the goods are clearly tailored to the personal needs of the Consumer. The same shall apply to goods which, due to their nature, have been inseparably mixed with other goods after delivery.

- End of the Cancellation Policy -

8. Warranty

8.1 The warranty shall be governed by the statutory provisions.

8.2 In the case of the purchase of used items, the limitation period is 12 months, calculated from the delivery date of the item.

8.3 The following exclusively applies to Commercial Customers:

The assertion of warranty claims presupposes that the Customer has properly fulfilled their obligations to inspect the goods and to give notice of defects in accordance with § 377 HGB (German Commercial Code). The limitation period for claims for defects is 12 months calculated from the transfer of risk date. The warranty is excluded insofar as the object of the contract is a used item. This shall not apply insofar as a guarantee of quality exists or liability for fraudulent intent occurs.

9. Liability

9.1 Claims by the Customer for damages are excluded. Claims for damages by the Customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal duties) are exempt from this exclusion as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Seller, their legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to ensure achievement of the objective of the contract.

9.2 In the event of a breach of essential contractual obligations, the Seller shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the damage claims by the Customer arise from injury to life, body or health.

9.3 The limitations of liability under Sections 8.1 and 8.2 shall also apply in favour of the Seller's legal representatives and vicarious agents if claims are asserted directly against them.

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9.4 The limitations of liability under Sections 8.1 and 8.2 shall not apply if the Seller has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply if the Seller and the Customer have reached an agreement on the quality of the item. The provisions of the German Product Liability Act (Produkthaftungsgesetz) remain unaffected.

10. Transfer of Risk

The following exclusively applies to Commercial Customers: Delivery shall be ex works, insofar as this has not been otherwise agreed.

11. Copyright

We have copyrights on all images, films and texts published within our online shop. A use of the images, films and texts is not permitted without our express agreement.

12. Other Provisions

12.1 The assignment of claims requires the consent of the Seller.

12.2 The contractual relations between the parties shall be governed by German law under the exclusion of the UN Convention on Contracts for the International Sale of Goods. The validity of mandatory provisions of consumer protection of the country of origin remains unaffected.

12.3 The following exclusively applies to Commercial Customers: The place of jurisdiction for all disputes shall be the registered office of the Seller.

12.4 The EU Commission has created an internet platform for online dispute resolution. This platform acts as a point of contact for out-of-court dispute resolution concerning with contractual obligations resulting from online sales contracts. Further information is available under the following link: <http://ec.europa.eu/consumers/odr>.

12.5 We are neither obliged nor willing to participate in a dispute resolution procedure in accordance with the Consumer Dispute Resolution Act (VSBG).

12.6 Should individual provisions of this contract be ineffective, this shall not affect the remainder of the contract.

Sample cancellation form (next page)

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Sample cancellation form

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

To: Moree Germany GmbH, Kaiserswerther Markt 11, 40489 Düsseldorf,
Germany, Tel.: +49 211 302 768 0, E-Mail: info@moree.de

I/We (*) hereby revoke the contract concluded by me/us (*) for the purchase of
the following goods (*)/provision of the following service (*)

Ordered on (*)/ received on (*) _____

Consumer's name(s) _____

Consumer's address(es) _____

Signature of the consumer(s) (only in case of notification on paper)

Date _____

(*) Delete as applicable.

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