



GENERAL TERMS AND CONDITIONS

(The following GTC contain legal information about your rights according to the regulations about contracts in distance marketing and in electronic business transaction.)

TAPETO
Proprietor Steffen Jeschke
Gubener Str. 3
15907 Luebben
Germany

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§ 1 General

(1) German language version of the TAPETO General Standard Terms and Conditions is the governing document. The English language translation is provided for convenience only.

(2) Contract partner

The purchase contract is conducted with:

Tapeto, Proprietor Steffen Jeschke, Gubener Str. 3, 15907 Luebben, Germany
- hereafter called TAPETO . (VAT.-Id.No.: DE 247 315 025)

Our customer service can be reached for inquiries, reclamations, and complaints Mo-Fri from 08:00-12:00 a.m. and 03-05:00 p.m. at the telephone number +49.(0)3546.229701 as well as per email at info@tapeto.com. You can also use our [Contact form](#) for inquiries.

www.tapeto.de is a certified online shop and has agreed to adhere to the Trusted Shops requirements (stated under www.trustedshops.de)

(3) TAPETO operates a mail order company via the Internet platform www.tapeto.com (alias: www.tapeto.de, www.tapeto.eu) as well as a stationary trade company.

(4) Contractual services and offers of TAPETO are exclusively rendered and made in correspondence with the following stipulations. By taking notice of these General Standard Terms and Conditions, the contractual partner agrees to their inclusion in the contract concluded with TAPETO.

(5) Collateral agreements, supplements and deviations from these terms and conditions are only considered effectively agreed upon after they have been confirmed by TAPETO in writing.

(6) Standard terms and conditions of the contractual partner do not become part of the agreement between the parties, even if TAPETO does not expressly object to their possible inclusion.

(7) Product descriptions: All specifications and provided images were reviewed carefully. Due to technical reasons, colour deviations on the screen are possible. Drawings, illustrations, and other product descriptions – especially on the Internet pages or in product catalogues/ advertisement ads – are unbinding. Printing errors, design and technical modifications are possible without rights of the contract partner being justified with this. The goods are only then no longer regarded as according to contract if a crucial and more than simply minor deviation of the product description is given.



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(8) TAPETO refers to other pages on the Internet with links on its pages. The following is applicable to all of these links: In spite of careful control of the content TAPETO does not assume any liability for the content of external links. The operators of the linked websites are solely responsible for their contents. All links were reviewed for illegal content by TAPETO and none were visible at this point in time. Regarding outside content TAPETO has no general supervision and inspection obligation. Upon awareness of illegal content TAPETO will inspect this immediately and insofar necessary, the corresponding references are removed immediately.

(9) Intellectual property: The Internet addresses (URLs) of the TAPETO-website(s), the designation "Tapeto" and all associated logos of our products and services as described on our website are either copyright protected or tradename or registered tradenames of TAPETO or the respective manufacturer. In addition all content (graphics, icons on buttons, logos, texts, photos, animated images) are either copyright protected or service marks, tradenames and/or part of the image of TAPETO. You may not duplicate, reproduce, edit, change, supplement, or use this content without our prior consent. Violations are prosecuted with 1,000 Euros per image/case. Unlawful usage is prosecuted by TAPETO or the author of the images/texts with 1,000 Euros per image/case.

§ 2 Offer and contract conclusion

(1) The contract is concluded exclusively in German language.

(2) Shop orders via the Internet are done by:

- placing the items into the shopping cart
- selecting the shipping and payment method
- confirming the correctness of the data on the control page, and then clicking on the button „Confirm Order“.

(3) The display of the products in the online shop is not a legally binding offer, but a nonbinding online catalogue. By clicking the button „Order“ (in the final step of the order process) you place a binding order of the goods listed in the shopping cart. The confirmation of the entry of the order immediately follows the sending of the order. We can accept your order by sending an order confirmation via email or by delivering the goods within five days.

(4) Details about the contract text record can be found in our detailed data protection regulations, which you can find on our website www.tapeto.de under [Data Protection](#).

§ 3 Prices

All prices are given in Euros and include the statutory value-added tax. Prices are effective when an order is made bindingly.



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§ 4 Cancellation policy in distance marketing contracts within Germany and the European Union

***** Start of the cancellation policy**

(1) The right of cancellation only applies to consumers according to § 13 BGB.

You can withdraw from your contractual declaration within one month without stating reasons in writing (e.g. letter, fax, email) or - if the goods are at your disposal prior to the expiration of the term - by returning the goods. The time limit begins after the receipt of this policy however, not before the receipt of the merchandise by the addressee (in the case of recurring deliveries not before the receipt of the first partial delivery) and also not before the fulfilment of our duty to supply information according to §312c sec. 2 German Civil Code in association with §1 sec. 1.2 and 4 German Civil Code Ordinance on the Duty to Provide Information as well as our duties according to §312e sec. 1 clause 1 BGB in association with § 3 BGB-InfoV. The punctual dispatch of the cancellation or the merchandise is sufficient to ensure the cancellation deadline. The cancellation is to be sent to:

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Proprietor Steffen Jeschke
Gubener Str. 3
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or via Fax: +49.3546.2257970
or via Email: info@tapeto.com

Cancellation Consequences

In the event of successful withdrawal, both parties are obligated to warrant return of services rendered and to release by us any utilization (e.g. interest) released. Should you not be able to release the rendered service either completely or partially or only in a declined condition, you will have to render value replacement in this respect if applicable. This does not apply in the case of surrendered merchandise if the decline of the merchandise can be solely attributed to its examination - as it would have been possible in a store. For a obligation of value replacement for the declined condition resulting from the intended use of the merchandise you don't have to render a value replacement. Goods which can be sent by parcel post are to be sent back at our risk. You are to bear the costs for the return shipment if the delivered merchandise corresponds to the ordered merchandise and if the price of the merchandise to be returned does not exceed the amount of EUR 40 or if, in the case of a higher price of the merchandise, you have not yet rendered the return service or effected a contractually stipulated partial payment at the time of cancellation. Otherwise the return shipment is free of charge. Merchandise not suitable for parcel shipment will be picked up at your location. Obligations for the reimbursement of payments must be fulfilled within 30 days. For you, the time limit begins with the dispatch of the cancellation or the merchandise, for us with its receipt.

(4) The right to cancellation is not given in case of the delivery of goods that are produced by customer specification (e.g. handmade murals designed by Ulf Moritz, murals with your photo or name or images on canvas with your photo or name).

(5) Please do not return the goods to us freight collect, but as insured parcel, and retain the proof of shipment. We gladly send you a return receipt (for ex. your local post distribution) by mail, or reimburse you in advance for the shipping costs, insofar these are not to be paid by you.



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(6) Prior to return shipment, please call us at +49.3546.229701, or write us a short email at info@tapeto.com to announce the return shipment. This way you enable us to assign the products as fast as possible.

(7) Please consider that the modalities stated in the paragraphs 4.5 to 4.6 are not preconditions for the effective execution of the right of cancellation.

End of the cancellation policy ***

§ 5 Cost payment agreement

You are to bear the costs for the return shipment if you enforce your right of cancellation and the delivered merchandise corresponds to the ordered merchandise, and if the price of the merchandise to be returned does not exceed the amount of EUR 40 or if, in the case of a higher price of the merchandise, you have not yet rendered the return service or effected a contractually stipulated partial payment at the time of cancellation. Otherwise the return shipment is free of charge.

§ 6 Delivery and Payment

(1) **Delivery** Details concerning delivery and terms can be found in our [„Shipping & Handling“](#).

(1.1) The debit to your account is done in real-time in case of payment via immediate transfer, PayPal, and Moneybookers. In case of advance payment we ask that you await order confirmation. It contains all data necessary for payment. The delivery time is approx. 1-6 days insofar not stated otherwise in the offer.

(1.2) The products can be delivered, as long as they are in stock.

(1.3) In the event the product is not available for shipment due to shortages from the supplier without actual fault, we have the right to withdraw. In such event, we will inform you immediately and, if applicable, offer you a comparable product for shipment. Should no comparable product be available for shipment, or the buyer does not wish to receive such, we will return any services rendered by the buyer without delay.

(1.4) Should not all ordered products be in stock, we are authorized to perform partial deliveries on our cost, insofar this is reasonable for you.

(1.5) Should the delivery of the goods fail in spite of three tries for delivery, we may resign from the contract. You are promptly reimbursed for possibly conducted payments.

(1.6) Possible deductions or rebates in payments are given only once. There is no legal right to future deductions or rebates.

(1.7) The recipient agrees according to § 14 sec. 1 clause 2 UstG that his invoices are sent electronically. Sending by mail is only conducted upon explicit request of the invoice recipient.

(1.8) Natural persons or legal entities that are authorized for pre-tax deduction receive electronic invoices with a qualified electronic signature according to § 14 sec. 3 item 1 UstG in association with § 2 item 3 SigG or by mail.

(1.9) Transfer of a claim towards TAPETO is not admissible to the contract partner unless we explicitly agree in writing.



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(1.10) TAPETO reserves the right to adapt the estimated shipping costs to the related actual changes.

(2) Germany

(2.1) There is no minimum order amount for any orders from outside Germany as well as within the European Union.

(2.2) Goods deliveries within Germany are conducted for (a) ADVANCE PAYMENT, (b) IMMEDIATE TRANSFR, (c) PAYPAL, MONEYBOOKERS (d) PAYMORROW) or (e) by INVOICE (from the second order on). TAPETO reserves the right to offer regular customers special payment conditions.

(a) ADVANCE PAYMENT

In case of advance payment the payment is to be made within 14 days after receiving the confirmation of the order receipt. The payment details are stated in a separate order confirmation via email. The order number is to be stated as reference. Payment is only regarded as completed when we have the amount at our disposal.

(b) Payment via IMMEDIATE TRANSFER

Immediate transfer is the free of charge, TÜV-certified payment service of the Payment Network AG. Your advantages: no additional registration, automatic debiting from your online bank account, highest safety standards and immediate shipment of storage goods. You can find more information here: www.directebanking.com.de or [here](#).

Please have the online banking data available for payment via immediate transfer (Paynet AG) (**Bank data, account number, PIN and TAN**). The goods are sent immediately after payment depending on the availability.

(c) Payment via PAYPAL, MONEYBOOKERS

The goods are shipped immediately after purchase and payment with PAYPAL or MONEYBOOKERS, depending on the availability.

(d) Payment via PAYMORROW (currently only available to retail customers within Germany)

(e) Payment via INVOICE (from the second order on for registered customers)

After shopping the goods are shipped immediately, subject to their availability. Using payment on account the payment has to be made within a certain period stated on the invoice. Order number and ordering date have to be indicated as purpose. The date of our receiving the money is decisive. Any reductions or discounts are non-recurring. There is no legal title for any future reductions or discounts.

If a debtor does not make payment on the creditor's overdue notice that follows after the due date has taken effect the debtor comes to default receiving that overdue notice. The overdue notice stands equal with legal action to the amount of the payment as well as the service of a court order.

At the latest the debtor of a claim comes to default if the claim is not paid within a period of 30 days after due date and reception of an invoice or an equal payment schedule; this only applies against a debtor who is a consumer if the consequences have been clearly pointed out on the invoice or payment schedule. If the date of the reception of the invoice or payment schedule is doubtful the debtor who is not consumer comes to default at the latest within a period of 30 days after due date and reception of the equivalent.

During the default the customer has to pay interest as a money debt amounting to 5 percentage points above the base lending rate for consumers in terms of §13 BGB (German Civil Code) and 8 percentage points above the base lending rate for entrepreneurs in terms of §14 BGB (German Civil Code); we reserve the raising of an advanced claim.

(3) European Union and international shipments

(3.1) Additional customs duties and fees may accrue for deliveries outside of the European Union. You can find further information e.g. at the following links:



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- [Switzerland](http://xtares.admin.ch/tares/login/loginFormFiller.do) (<http://xtares.admin.ch/tares/login/loginFormFiller.do>)
- [EU foreign countries](http://mkaccdb.eu.int/mkaccdb2/datasetPreviewFormATpubli.htm?datacat_id=AT&from=publi) (http://mkaccdb.eu.int/mkaccdb2/datasetPreviewFormATpubli.htm?datacat_id=AT&from=publi)

(3.2) Goods deliveries within the European Union are conducted via ADVANCE PAYMENT according to § 6 sec. 2.2a and via PAYPAL or MONEYBOOKERS according to § 6 sec. 2.2c. TAPETO reserves the right to offer regular customers special payment conditions.

(3.3) The shipping costs are based on the respective fees that are listed under „[Shipping & Handling](#)“ on our homepage. In case of doubt we ask that you inquire about the prices in advance. The transfer to one of our logistics partners is conducted after payment entry, usually within 1-4 workdays. The term can also be viewed under „[Shipping & Handling](#)“ on our homepage. Please consider that the stated terms are average terms, and may be prolonged by the local post office or if applicable by customs. Package tracking is available limited and exclusively in German language. There is no legal claim to the adherence of the terms.

§ 7 Warranty

- (1)** The warranty period is two years from the date of delivery.
- (2)** In the case of complaints, the date of purchase has to be evidenced by an invoice. The goods complaint about shall be sent to us together with a copy of the invoice.
- (3)** For defective contracted goods, we will first of all rectify or replace them to the option of the contractual partner.
- (4)** However, we are entitled to reject the way of compensation if such way is only possible with unreasonable expense, and the other way of compensation does not cause any severe disadvantages for the contractual partner.
- (5)** Should such compensation fail the contractual partner is entitled to request for an abatement of the price (decrease) or the backing-out of the contract (withdrawal). Furthermore the consumer can raise warranty claims in accordance with the statutory regulations.
- (6)** The warranty does not include the removal of defects occurring after the handing-over to the customer. Recognizable defects are excluded from warranty claims when the processing of the goods has been started. Customary or minor deviations in quality, weight, size, thickness, width, accessories, patterns and colours are not accepted as defects. The burden of proof for the raising of warranty claims has to be borne by you. For hidden defects, deficiency claims can only be raised when the purchaser or his client give evidence of suitable wall surfaces, the use of suitable cohesive agents, proper processing, the common utilization for the recommended purpose, and excellent maintenance. The package leaflet of the manufacturer of the wall paper shall be urgently and thoroughly read before processing, and such processing and maintenance instructions have to be complied with.
- (7)** Our liability is limited to intention and gross negligence.

In the case of minor negligent violations of our obligations, our liability is limited to the foreseeable, immediate average damage, typical for such contract. This also applies to minor negligent violations of the obligations of our vicarious agents.

Liability limitations do not apply to claims for product liability as well as body and health impairments or death.

§ 8 Transport damages



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(1) If goods are delivered with apparent transport damages, please reclaim such faults immediately to the deliverer, and contact us as fast as possible at the phone number +49.(0)3546.229701 or via email (info@tapeto.com).

(2) The omission of a reclamation or contact has no consequences for your legal warranty rights. You do help us to enforce our own claims towards the carrier resp. the transport insurance.

§ 9 Retention of Title

The contractual goods remain the property of TAPETO until full payment has been made. Prior to assignment of the property, pledging, assignment as security, processing, or reconstruction is not admissible without our agreement.

§ 10 Data Protection

(1) TAPETO agrees to adhere to the legal regulations of the federal data protection law [BDSG] as well as the telemedia law [TMG]. The following data protection regulations are an excerpt and contain the most important principles. You can read the detailed data protection on our website www.tapeto.de under [Data Protection](#).

(2) We mainly use the data you provide for order processing. Disclosure of your data is done to the shipping company contracted with the delivery, insofar this is necessary for the delivery of the goods. Insofar necessary your data is transferred to our suppliers that deliver the goods to you directly ex factory. These companies may only use your data for order processing and not for any further purposes. Credit card data or data for debit are not saved, but collected and processed directly by our payment-service provider Moneybookers.

With full processing of the contract and complete purchase price payment your data is locked for further usage, and deleted after expiration of the legal tax and trade regulations.

We sure our website and other systems against loss, destruction, access, modification, or distribution of your data by unauthorized persons with technical and organisational measures. In spite of regular controls full protection against all dangers is not possible.

According to the federal data protection law you have the right to free information about your saved data as well as a right to correction, locking, or deletion of this data, if applicable.

In case of questions concerning the collection, processing or usage of your personal data, for information, correction, or deletion of data please contact:

TAPETO, Proprietor Steffen Jeschke, Data protection, Post office box 1432, 15904 Luebben, Germany.

§ 11 Jurisdiction

If the customer has his residence outside of the European Union, sole place of jurisdiction for all disputes arising from this contract is Lübben (Germany). Otherwise the legal regulations for jurisdiction are applicable.

As of October 2009