

General Terms and Conditions

1. Applicability and general provisions

(1) For all legal relationships between KANTO SPA GmbH and the customer arising from transactions through this online shop, the following General Terms and Conditions exclusively apply in the version valid at the time of order placement.

(2) Deviating general terms and conditions of the customer do not apply unless KANTO SPA GmbH has expressly agreed to the applicability thereof in writing.

2. Conclusion of contract

(1) With the placement of your order, you submit a binding offer to us to enter into contract with you. By sending an order confirmation to you by e-mail to the e-mail address you have provided, or through delivery of the ordered products, we can accept this offer. You first receive a confirmation of receipt of your order by e-mail to the e-mail address you have provided (order confirmation). A purchase contract is, however, not concluded until our order confirmation has been sent to you by e-mail or with delivery of the ordered goods.

(2) The order process in our online shop functions as follows:

When you have found your desired item, you can add it to your cart on a non-binding basis by clicking the button (add to cart). You can view the contents of the cart at any time on a non-binding basis by clicking the button (cart). You can remove items from the cart at any time by clicking the button (delete). If you would like to purchase the items in the cart, click the button (proceed to checkout). Please then enter your information. Required fields are marked with an asterisk. You do not need to register. Your information is securely transferred with SSL certificate encryption. Once you have entered your information, selected the mode of payment, and have accepted the General Terms and Conditions, you will reach the order page via the button (review order), on which you may check the information you have entered again. By clicking the button (purchase), you conclude the order process. Your order is now binding. The transaction may be discontinued at any time by closing the browser window. On the individual pages, you will receive further information e.g. for possible corrections.

3. Saving of contract text

We save the contract text of your order. We also send you an order confirmation with all order details and our General Terms and Conditions to the e-mail address you have provided.

4. Subject of the contract, condition, delivery and product availability

(1) Subject of the contract are the products and services specified in the order of the customer and stated in the order confirmation at the final prices stated in our online shop. Errors are excepted, particularly with regard to product availability.

(2) The condition of the ordered items can be taken from the product descriptions in the online shop. Images on the Internet site may not accurately represent the products; particularly colours may significantly vary for technical reasons. Images exclusively serve as illustrative material and may deviate from the product.

Technical data, weight-, dimension- and service descriptions are stated as precisely as possible but may present the usual deviations. This does not represent a defect on the part of the products delivered by KANTO SPA GmbH.

(3) Should the product selected by the customer be unavailable at the time of the order, KANTO SPA GmbH informs the customer thereof in the order confirmation. If the product will not be available on long term, KANTO SPA GmbH refrains from declaring an acceptance of the order. In this case, a contract is not concluded.

(4) Should the product selected by the customer be only temporarily unavailable, KANTO SPA GmbH informs the customer of this as well, without delay, in the order confirmation. In the case of a delay in delivery of more than 2 weeks, the customer has the right to withdraw from the contract. Furthermore, in this case, KANTO SPA GmbH is equally entitled to withdraw from the contract. Any payments remitted by the customer are reimbursed without delay.

5. Retention of title

Ownership of the delivered goods remains ours until the customer has remitted all payments in full.

6. Cancellation policy

(1) You have the right to cancel this contract within 14 days without stating reasons. The cancellation period is 14 days starting from the day on which you or a third party named by you who is not the carrier took receipt of the products.

(2) To exercise your right of cancellation, you must notify us (KANTO SPA GMBH, Bei den Thermen 2, 72574 Bad Urach, Tel. 07125-94360, Fax 07125-943630, info-albthermen@kanto.de) of your decision to cancel the contract via a clear declaration (e.g. a letter sent by post, fax or e-mail). For observance of the cancellation policy, it is sufficient when you send the notification of or exercise your right of cancellation before expiry of the cancellation period.

Consequences of the cancellation:

(3) When you cancel this contract, we are to reimburse all payments received by you, including shipping costs (with the exception of the additional costs resulting from your selection of a delivery option other than the standard delivery option we offer), without delay, and at the latest within 14 days from the day of our receipt of your notification of the cancellation of this contract. For this reimbursement, we use the same mode of payment used by you for the original transaction, unless we have expressly arranged otherwise with you. In no case will you be charged fees for this reimbursement.

(4) We may deny reimbursement until the products have been returned to us or you have provided evidence that you have returned the products, depending upon which occurs at an earlier point in time.

(5) You are to return the products to us without delay and, in every case, at the latest 14 days from the day on which you inform us of the cancellation of this contract. The term is met when you send the products before expiry of the return period of 14 days.

(6) You bear the direct costs for return of the products.

(7) You are only liable for any diminished value of the products when the diminished value has resulted from handling of the products not necessary for testing the condition, quality and functioning of the products.

7. Prices and shipping costs

(1) All prices are final and include the respectively valid VAT. No VAT is stated in the case of vouchers as vouchers represent a non-taxable service not subject to VAT and with which the service in return is not yet known at the time of the purchase.

(2) In addition to the stated prices, we charge a flat fee of € 3.00 per order for shipping within Germany. The shipping costs are additionally clearly stated on the order page.

(3) Point cards are valid for one year from the date of issuance; vouchers are valid for three years from the date of issuance.

8. Delivery

The vouchers and point cards are delivered by post within 1 – 3 work days after receipt of payment. We assume no liability for delays in delivery owing to mailing by post.

9. Payment

(1) Payment options include payment in advance, Paypal, or direct payment transfer.

(2) When you select payment in advance, we provide our bank information in the order confirmation and deliver the products on receipt of your payment. When transferring your payment, please state your name and the ordered product as the “reference” so that we can assign your payment.

10. Warranty

The warranty is based on the statutory provisions. The warranty is excluded if used goods are the subject of the purchase contract and the customer is not the user. If the customer is the user, the warranty period for the purchase of used goods is 1 year.

11. Data privacy

(1) In compliance with the statutory provisions, we collect, save and process data in connection with the initiation, conclusion, processing and rescission of a purchase contract.

(2) When you visit our website, the IP address currently used by your computer, the date and time, the type of browser, and the operating system of your computer, as well as pages viewed by you are recorded. Access to your personal information is, however, not possible and also not intended.

(3) The personal information that you share with us e.g. when placing an order or by e-mail (e.g. name and your contact information) are only used for correspondence with you and only processed for the purpose for which you have provided the information. We only share your information with the forwarding company commissioned with delivery provided this is required for delivery of the products. To process your payments, we share your payment information with the credit institute commissioned with the payment.

(4) We further assure you that we do not share your personal information with third parties unless we are obliged to do so by law or you have previously given your express permission. Should we

employ the services of third parties to carry out and process your order, the provisions of the Federal Data Protection Act are complied with.

(5) Duration of storage

Personal information shared with us via our website is only stored until the purpose with which you have entrusted us has been fulfilled. If trade- and tax-related duties to preserve records are to be observed, selected information can be stored for up to 10 years.

(6) Your rights

Should you no longer agree to the storage of your personal data or if this data is no longer correct, we will correspondingly instruct the deletion, correction or disabling of your data, in compliance with the statutory provisions. If desired, you may receive information regarding all personal information about you that we have stored, free of charge.

12. Non-assignment/pledge clause

The assignment or pledging of claims or rights of the customer against KANTO SPA GmbH is excluded without the express agreement of KANTO SPA GmbH, provided the customer does not supply evidence of entitled interest in the assignment or pledge.

13. Right of set-off

The customer is entitled to set-off only when his set-off claim has been legally established or is undisputed.

14. Further provisions

(1) The offer of items in our online shop is occasionally changed. We reserve the right to change prices of individual items. No claims for damages may be asserted against us for items that are no longer deliverable.

(2) Redeeming vouchers or points:

If the price of the purchase is less than the value of the voucher or point card, the difference cannot be reimbursed. Payment in cash or offsetting point cards or other rates is not possible. On expiry of the date of validity printed on the voucher or point cards, we reserve the right to charge for price adjustments.

(3) No compensation is provided in the case of loss or theft of vouchers or point cards.

15. Applicable law

German law exclusively applies with exclusion of the UN Convention on Contracts for the International Sale of Goods. Toward a consumer, this applies only insofar as to not be limited by any legal provisions of the country in which the customer has his/her domicile or habitual residence.

16. Severability clause

Should a provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions is not affected.