

General Terms and Conditions

der BWF Tec GmbH & Co. KG for contracts with consumers

As of: 01/2025

01 General information

Under the brand HEY-SIGN, we operate an online shop for furniture and home accessories (hereinafter referred to as products), primarily made of felt, for end customers under the domain <https://hey-sign-shop.de>. The products of the HEY-SIGN brand are manufactured according to the individual configurations of the buyer.

Our contracts with entrepreneurs are subject to the General Terms and Conditions BWF Offermann, Waldenfels & Co. KG | BWF Tec GmbH & Co. KG | BWF Kunststoffe GmbH & Co. KG | tkt Technische Kunststoff-Teile GmbH, which can be viewed online at <https://bwf-group.com/de/group/agb/>.

These General Terms and Conditions (hereinafter referred to as 'GTC') apply to all contracts for the delivery of goods, that the end customer as a consumer (hereinafter referred to as 'customer') concludes with us for goods displayed in our online shop.

02 Offer of contract acceptance – conclusion of contract

The product descriptions presented in our online shop do not constitute binding offers from us, but serve to submit a binding offer by the customer via the online order form integrated in our HEY-SIGN online shop. In the case of furniture or products to be specially configured, this takes place after the customer has completed the special configurations. After placing the selected goods in the virtual shopping basket and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping basket by clicking the button that concludes the ordering process. After placing the order, the customer receives an automatically generated e-mail, confirming receipt and details of the order.

The customer's offer shall be accepted by us within three days

- by an order confirmation sent to the customer to the e-mail address specified by the customer or
- by delivery of the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or
- by payment of the customer via PayPals or as soon as the payment amount has been credited to us by advance payment.

The customer's offer shall be accepted by us within three days

- by an order confirmation sent to the customer e-mail address specified by the customer or
- by delivery of the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or
- by payment of the customer via PayPal or as soon as the payment amount has been credited to us by advance payment.

If several of the aforementioned alternatives exist, the contract is concluded at the point in time at which one of the aforementioned alternatives occurs first. The period for accepting the offer begins on the day after the offer is sent by the customer and ends at the end of the third day following the sending of the offer. If we do not accept the customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

BWF Offermann, Waldenfels & Co. KG

T +49 8224 71-0
info@bwf-group.de

www.bwf-group.de

03 Customer information: storage of order data

The customer's personal data required to fulfil the contract, in particular name, address, telephone number, bank details, etc., will be disclosed to parties involved (e.g. shipping service) if necessary.

In accordance with Art. 15 GDPR, the customer is entitled to request information from us at any time about the personal data stored about them. In accordance with Art. 16 to 18 GDPR, the customer can request that we correct, delete, block and restrict the processing of individual personal data at any time, unless legal regulations or other reasons require further storage and/or handling. In accordance with Art. 20 GDPR, the customer can 'take their data with them' if they wish. In return, they can request that their personal data be passed on to another controller in a 'common format', unless legal regulations or other reasons require further storage and/or handling. If the request makes it impossible or jeopardises the processing of the contract by us, we are entitled to withdraw from the contract without prior notice. In accordance with Art. 77 GDPR, the customer may lodge a complaint with a supervisory authority in the event of violations of data protection regulations. As a rule, they can contact the supervisory authority of their usual place of residence or workplace or our registered office. Our responsible contact person for all data protection rights and claims is the respective managing director.

The respective order with details of the contract concluded (e.g. type of product, price, etc.) is stored by us. If the customer has registered, he can access past orders via the customer login area (Login). When submitting an offer via the online order form of our HEY-SIGN online shop, the contract text is stored by us after the conclusion of the contract and transmitted to the customer by e-mail after the order has been sent. We will not make the text of the contract available beyond this. If the customer has set up a user account in the online shop before sending his order, the order data will be archived on the website of the HEY-SIGN online shop and can be accessed free of charge by the customer via his password-protected user account by entering the corresponding login data.

The customer can correct his entries at any time before submitting the order by using the delete button. We will inform the customer about further correction options during the ordering process. The order process can also be completely cancelled at any time by closing the browser window.

04 Shipping and terms of payment

Delivery is made within Germany and to the following countries: France, BeNeLux (Belgium, Luxembourg, Netherlands), Switzerland, Austria, Poland.

Deliveries are made to the delivery address specified by the customer. We are authorised to make partial deliveries insofar as this is reasonable for the customer. The list prices at the time of the order, as shown on the Internet pages, shall apply. The prices are quoted ex warehouse including the applicable statutory value added tax and excluding shipping costs.

If the customer wishes to export the goods from the EU, we ask for your understanding that we cannot refund the VAT. Bulky goods are labelled as such in the item description and are delivered by a forwarding agent.

05 Delivery times

Delivery times may vary depending on the product. As a manufacturer, we mainly produce HEY-SIGN brand products individually for the customer. Therefore, delivery times may vary from product to product. The respective delivery times - which apply from the order confirmation - are shown in the item description.

All deadlines for the dispatch of the goods specified by us when the order is placed or otherwise agreed shall commence,

(a) if delivery against advance payment has been agreed, on the day of receipt of the full purchase price (including VAT and shipping costs) or

(b) if payment on delivery or on account has been agreed, on the day on which the purchase contract is concluded.

The day on which the goods are handed over by us to the shipping company shall be decisive for compliance with the dispatch date. We are only responsible for the timely and proper delivery of the goods to the transport company and are not responsible for delays caused by the transport company. A dispatch period stated by us (period between handover by us to the transport company and delivery to the customer) is therefore non-binding.

Deadlines stated by us for the dispatch of the goods are always only approximate and may therefore be exceeded by up to two

BWF Offermann, Waldenfels & Co. KG

T +49 8224 71-0

info@bwf-group.de

www.bwf-group.de

working days. This does not apply if a fixed dispatch date has been agreed.

06 Payment

The customer can pay the purchase price by prepayment or PayPal. For deliveries to countries outside the European Union, additional costs may be incurred in individual cases for which we are not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of funds if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

07 PayPal

If a payment method offered by PayPal is selected, payment is processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as 'PayPal'), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the terms and conditions for payments without a PayPal account, available at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

08 Prepayment

If the customer chooses to pay in advance by bank transfer, payment is due immediately after conclusion of the contract.

09 Cancellation policy

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case you will be charged with any fees for this repayment.

Right of cancellation

The customer has the right to cancel the contract concluded with us within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which the customer or a third party named by the customer, who is not the carrier, has taken possession of the goods.

To exercise the right of cancellation, the customer must inform us (BWF Tec GmbH & Co. KG, Insterburger Straße 18, 40670 Meerbusch, Deutschland, Tel. +49 2159 92848-00, service@hey-sign.de) of his decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). The customer may use the attached model cancellation form, although this is not mandatory.

To meet the cancellation deadline, it is sufficient for the customer to send notification of exercising the right of cancellation before the cancellation period expires.

Consequences of cancellation:

If the customer cancels this contract, we must refund all payments we have received from him, including delivery costs (with the exception of additional costs resulting from the fact that he has chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of his cancellation of the contract. For this repayment, we will use the same means of payment that he used for the original transaction, unless expressly agreed otherwise with him; in no case he will be charged with any fees for this repayment. We may refuse repayment until we have received the goods back or until the customer has provided proof that he has returned the goods, whichever is the earlier.

The customer must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which he informs us of the cancellation of this contract. The deadline shall be deemed to have been met if the customer dispatches the goods before the period of fourteen days has expired.

The customer shall bear the direct costs of returning the goods. The customer shall only be liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

10 Warranty

Our warranty is in accordance with the statutory provisions pursuant to §§ 433 ff. BGB (GERMAN CIVIL CODE). Accordingly, in the case of a defective product, the customer has the right to subsequent fulfilment in the form of rectification of the defect or a new delivery. The customer chooses the type of subsequent fulfilment. If the type of subsequent fulfilment chosen by the customer involves disproportionate costs for us, the customer's right to subsequent fulfilment shall be limited to the other type.

Excluded from the warranty regulation are:

- wear and tear due to use
- defects that were already known to the customer at the time of purchase
- fault of the customer (e.g. improper operation, incorrect storage)

11 Liability

We shall only be liable for breaches of contract or unauthorised acts in the event of intent or gross negligence. Excluded from this are liability in accordance with the provisions of the Product Liability Act and to the extent of an assumed guarantee, claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations). Material contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely. In the event of a breach of a material contractual obligation due to slight negligence, our liability shall be limited to the foreseeable damage typical for the contract. The above limitation of liability also applies to the personal liability of our employees, vicarious agents, representatives and organs. ny contributory negligence on the part of the customer shall be taken into account.

12 Information on out-of-court dispute resolution procedures for consumers

Dispute resolution procedure (Germany)

We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Online dispute resolution (EU)

The European Commission provides consumers with a platform for out-of-court online dispute resolution (ODR), which can be found at the external link <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

13 Applicable law, place of jurisdiction

The law of the Federal Republic of Germany shall apply to all legal relationships between the parties, to the exclusion of the laws on the international purchase of movable goods. If the customer is domiciled outside the territory of the Federal Republic of Germany, our registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract. In the above cases, however, we are in any case entitled to appeal to the court at the customer's place of business.