

# GTC

## General Terms and Conditions

\*As of: March 2024\*

### 1 Scope of application and provider

1. the General Terms and Conditions (hereinafter "GTC") apply to purchases made in the webshop [www.shop.lanagrossa.de](http://www.shop.lanagrossa.de). The provider is Lana Grossa Retail GmbH, Ingolstädter Str. 86, 85080 Gaimersheim, (hereinafter: Lana Grossa Shop), VAT ID: DE301385815, registered at the Ingolstadt District Court under HRB No. 7578.

2. if you have any questions, comments or other inquiries, please feel free to contact our customer service by e-mail at [office@lanagrossa.de](mailto:office@lanagrossa.de).

3. buyers who use the webshop to purchase goods must be 18 years of age or older. In the case of minors, registration and purchase processing must be carried out by a legal representative.

4. these terms and conditions are aimed at consumers within the meaning of § 13 BGB.

5. the services, offers and scope of delivery offered here in the webshop are provided exclusively on the basis of these GTC.

6. the contract language is German.

### 2 Registration as a customer

1. in order to be able to place an order, a user account must be created.

2. the data required to create the user account must be provided completely and truthfully. Incorrect information may result in the customer account being blocked. You are responsible for entering any subsequent changes to personal data.

3. registration can only be made as a consumer.

4. the password you have chosen must be kept secret and must not be disclosed to third parties under any circumstances.

### 3 Conclusion of contract, subject matter of the contract

1. the presentation of goods shown in the webshop does not constitute a binding application to conclude a purchase contract and merely serves as a non-binding invitation to purchase goods from the webshop. You can check the products placed in the shopping cart and the data entered during the ordering process in the order overview and correct them if necessary. A binding purchase offer is only made when you confirm the order overview by clicking the "Pay now" button. An order confirmation with the corresponding order information will then be sent to the e-mail address specified in the order process.

2. each order receives an order number, which is displayed both in the "check-out" as an order overview and in the confirmation e-mail. This is used to assign your order and should be quoted in case of questions about the order confirmation.

3. the subject of the contract is the download of patterns (digital content). The details, in particular the essential features of the respective pattern, can be found in the item description and the supplementary information on the website [www.shop.lanagrossa.de](http://www.shop.lanagrossa.de).

#### **4 Prices and product presentation**

1 All prices shown on the product page include VAT and other price components.

2. the image representation of the products offered in the webshop is only for the purpose of better illustration.

#### **5 Terms of payment, default of payment**

1. we accept the following payment methods Visa, Master Card, Maestro, Apple Pay, Google Pay and PayPal. Payment is made in advance. Only after successful confirmation of payment will the goods be made available for download.

2. when paying by credit card, the purchase price is "reserved" on your credit card at the time of ordering, i.e. an authorization of the amount is requested. When the goods are downloaded, your credit card account is actually debited.

3. if, when purchasing by Visa, Master Card, American Express, PayPal and the invoice amount to be paid has not been received on our account by the due date, you will automatically be in default. In this case, you are obliged to pay the statutory default interest of five percentage points above the base interest rate. A reminder fee of EUR 5.00 will be charged for each reminder sent to you after the default has occurred, unless lower or higher damages are proven in individual cases.

(4) The same shall apply in the event that the invoice amount has been rejected by an account-holding institution.

5. you are not entitled to offset any claims against our claims unless your counterclaims have been legally established or are undisputed. You are also entitled to offset against our claims if you assert notices of defects or counterclaims arising from the same purchase contract.

6 All prices are shown in euros.

#### **6 Delivery / Download**

The digital product(s) will be made available for download after completion of the order process. The download can be made from your user account at any time after the purchase has been made.

#### **7 Cancellation policy**

1. since you are a consumer within the meaning of § 13 BGB, i.e. you make the purchase for purposes that cannot be attributed predominantly to your commercial or independent professional activity, you have a right of withdrawal in accordance with the following provisions.

### ***Right of withdrawal***

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal 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 goods.

Please send an e-mail to [office@lanagrossa.de](mailto:office@lanagrossa.de). We will get back to you as soon as possible. To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### ***Consequences of withdrawal***

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; under no circumstances will you be charged any fees for this repayment.

We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You 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 you inform us of the revocation of this contract. To meet the deadline, it is sufficient if you send the goods before the deadline expires. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

### ***Sample withdrawal form***

If you wish to withdraw from the contract, please fill out this form and send it back to:  
Lana Grossa Retail GmbH  
Ingolstädter Str. 86  
85080 Gaimersheim

or by e-mail to [office@lanagrossa.de](mailto:office@lanagrossa.de).

I hereby revoke the contract concluded by me for the purchase of the following goods:

Ordered on/received on:

Your name:

Your address:

Your signature (only if the message is on paper):

Date

### ***End of the withdrawal policy***

2. your right of withdrawal expires with the confirmation that the download is to be executed before the expiry of the withdrawal period, as the digital product is available for download immediately after purchase. Before executing the contract, you have expressly agreed that Lana Grossa Shop may begin executing the contract before the expiry of the withdrawal period. Your consent will be obtained before the purchase is completed.

### **8. transport damages**

1. if the download does not work or the file is damaged, the complaint of such damage must be reported to office@lanagrossa.de. In this case, please contact us as soon as possible.

2. failure to make a complaint or contact us has no consequences for your statutory warranty rights.

### **9. information on data processing**

1. the protection of personal data is important to us. We therefore conduct our activities in accordance with the applicable legislation on the protection of personal data and data security. Lana Grossa Shop collects customer data as part of the business transaction.

2. without the customer's consent, the provider will only process inventory and usage data of the customer insofar as this is necessary for the processing of the contractual relationship, for the use of the web store, storage obligations or for data backup purposes. The provider will not use the customer's data for advertising, market or opinion research purposes without the customer's express consent. For more information, please refer to the privacy policy.

### **10 Warranty**

Unless expressly agreed otherwise, the statutory provisions on warranty claims shall apply.

### **11 Liability**

1. otherwise, the provider shall be liable without limitation insofar as it can be accused of gross negligence or intent. In the event of injury to life, limb or health, the provider shall also be liable for slight negligence.

2. all instructions enclosed with the pattern must be observed. No liability is assumed for any deviating application and/or handling.

3. otherwise, the provider shall only be liable if he is responsible for a breach of duty, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the buyer can regularly rely (cardinal obligation). In this case, the provider's liability is limited to foreseeable damages typical for the contract. The above limitations or exclusions of liability also apply to the personal liability of the bodies, employees and vicarious agents of the provider.

### **12. right of use**

1. the patterns / digital products in the webshop are protected by international regulations and treaties on intellectual property and copyright. These rights belong exclusively to the

Lana Grossa Shop.

2. by downloading the digital offer, the buyer is granted the right to use the pattern. Rights to reproduce, copy, modify or adapt, translate, distribute of any kind, disassemble, use with other combinations do not exist and are prohibited.

### **13 Alternative dispute resolution**

1. the European Commission provides a platform for out-of-court online dispute resolution. The dispute resolution platform is available at the following external link [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/).

2. lana grossa store endeavors to settle any disputes arising from our contract amicably.

3. we are not obliged to participate in an arbitration procedure and for this reason we cannot offer you participation in such a procedure.

### **14. final provisions**

1. in the event that one or more provisions of these GTC are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

2 Lana Grossa Shop does not recognize any codes of conduct in connection with the services provided under the agreement as binding.

3. the contract is subject to the law of the Federal Republic of Germany.