

# General Terms & Conditions

## 1. Scope

1. For any business relationship between no-Square / the Rönn / Zoric GbR, here after referred to as no-Square, and the consumer, here after referred to as the customer, the following general terms and conditions are valid at the time of the order.

## 2. Conclusion and Withdrawal of Contract

1. The contract beginning is the moment the order is placed with No-Square. The order must contain the relevant information regarding the ordered product and No-Square sends an order confirmation.

2. The order confirmation is a receipt that the order has been placed but no contract yet. The contract is concluded the moment No-Square sends a written confirmation or the product is delivered to the customer.

In case the customer does not provide a valid email address for the written confirmation, the contract is concluded once the product is sent.

## 3. Withdrawal and Return Policy

1. The customer may withdraw from this contract within 14 days after acceptance of the order by letter, email or on a durable medium without providing a reason. The period begins the day following the written withdrawal notification, but not before the products was received by the recipient or before fulfillment of our obligations under article 246 § 2 i.V.m. § 1 para. 1 and 2 EGBGB and our obligations according to § 312g para. 1 sentence 1 BGB i.V.m. Article 246 § 3 BGB.

It is sufficient to send the withdrawal notice via email to ~~post@no-square.de~~ [post@no-square.de](mailto:post@no-square.de) within this period or to return the product to the below postal address in excellent, undamaged condition:

No-Square  
Rönn / Zoric GbR  
Mannheimer Straße 25  
10713 Berlin

2. No-Square will promptly refund the total compensation price to the account provided by the customer upon receiving the returned product.

3. If the product is in poor condition or lost No-Square reserves the right to demand full compensation.

#### **4. Delivery**

1. No-Square will send the product to the address provided by the customer from their studio, if not agreed otherwise.
2. If No-Square is unable to deliver the product upon contract conclusion (see paragraph 2) due to reasons outside of No-Square's influence, No-Square may cancel the contract. For example, if a supplier does not meet their contractual obligations. In this case the customer will immediately be informed that the product is out of stock or unavailable.
3. If delivery to the customer is not possible, for example, because the address provided by the customer is not valid, the customer is liable for all caused delivery costs.

#### **5. Prices, Shipping Costs, Payment**

##### **1. Prices**

1. Prices apply as stated on **www.no-square.de** website at the time the order was placed.

##### **2. Shipping Costs**

2. The stated shipping costs are calculated for delivery within Germany. International shipping costs will be calculated and stated with the order confirmation sent to the customer.

##### **3. Payment Method**

- 3.1 The customer pays in advance.
- 3.2 The total gross payment is due immediately upon contract conclusion without any discounts or deductions.
- 3.3 Any amendment is only valid if we previously gave our written permission or if there is a legal binding agreement in place. A right of retention only applies based on the same agreement.
- 3.4 No-Square will apply a 15€ fee for any charge backs for non-process able direct deposits. The fee will only be refunded or deducted if the customer can prove lesser damage was caused that he or she had no fault for the charge back. No-Square can prove or demand a higher charge is applicable.
- 3.5 Contract and invoice currency is EURO (€).

##### **6. Offset, Right of Retention**

Both parties have a right to offset only if the counterclaims have been legally established or both parties agreed upon or if the by the other party gave written confirmation that they agree. In addition, any party is only entitled to exercise their right of retention, if their counterclaim is based on the same contract.

##### **7. Retention of Title**

1. The goods remain property of the No-Square until fully paid.
2. If the customer does not process the payment as agreed No-Square is authorized to withdraw from the contract.

## **8. Warranty and Liability**

1. If there are deficiencies on the delivered products, the customer is entitled to a refund or, if possible, a replacement.
2. No-Square is liable for any damage caused in breach of contract and in the absence of assured characteristics. Moreover, there is a liability - on whatever legal grounds - only within German product liability law or in gross negligence or if intentional damage is caused by No-Square or their suppliers.
3. In the event of grossly negligent breach of a basic contractual obligation, liability is limited at most to the typically predictable damage. This usually does not exceed the purchase price and is limited to damage on the ordered product itself.

## **9. Jurisdiction and Applicable Law**

1. Berlin is the place of jurisdiction, if legally permissible. The contractual relationship between No-Square and the customer are based on German law and not the UN Sales Convention.

## **10. Other Provisions**

Any references to the application of statutory provisions are for the purposes of clarification only. The statutory provisions, even without clarification, apply unless they are modified in these Terms and Conditions or are specifically excluded.

Verbal collateral agreements before or upon conclusion of the contract do not exist or are invalid.

If any provision of these Terms and Conditions are fully or partially invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected. The void, ineffective or unenforceable provision shall be replaced by an appropriate provision which most closely applies in the sense and purpose of this agreement and that the parties would have agreed upon if they would have been aware of the validness, ineffectiveness or unenforceability of the provision.

The same applies in the case of an omission of these terms and conditions.