

## GENERAL TERMS AND CONDITIONS - [NL.LASOMMELIERE.COM](https://nl.lasommeliere.com)

### 1 - Scope, Customer Information

The present General Terms and Conditions (hereinafter referred to as "GTC") contain the exclusively applicable conditions between you ("Customer") and us, FRIO-Germany GmbH, for contracts concluded through our online shop <https://nl.lasommeliere.com/>. Orders in the online shop may only be placed by consumers as defined in § 13 BGB, provided they are at least 18 years old. Any terms contrary to or deviating from our GTC are not accepted by us.

### 2 - Conclusion of Contract

The presentation of products in the online shop does not constitute a legally binding offer but an invitation to submit an order. By clicking the [Buy/place order with obligation to pay] button, you place a binding order for the goods listed on the order page. Your purchase contract is concluded when we accept your order by sending an order confirmation via email after receiving your order. We will send this order confirmation no later than five working days. If FRIO-Germany GmbH does not issue a declaration of acceptance within this period, your order is not accepted.

Every order confirmed by the customer is considered effective by FRIO-Germany GmbH only after acceptance by the MOLLIE online payment server.

### 3 - Right of Withdrawal

A change or cancellation of your order is only possible if the goods have not yet been prepared for shipment.

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, takes possession of the goods. In the case of a contract for several goods that you have ordered as part of a single order and which are delivered separately, the withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, takes possession of the last good.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract through a clear declaration (e.g., a letter sent by post or an email). You may use the attached model withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send the communication regarding your exercise of the right of withdrawal before the withdrawal period expires.

FRIO-Germany GmbH | Theodor-Kaufmann-Str. 27 | 77933 Lahr  
Email: [info@frio-germany.com](mailto:info@frio-germany.com)

### 4 - Prices and Shipping Costs

The prices listed on the product pages include the statutory VAT and other price components.

Delivery will be made at the shipping costs indicated in each case, which are at the customer's expense.

### 5 - Payment Terms

Payment can be made via the MOLLIE platform by credit card, bank transfer, or PayPal. When paying by credit card, the purchase price will be charged upon dispatch of the order confirmation. The shipping and billing address must be within Germany or Netherlands. We also offer a payment option in 3 to 4 installments without fees through Klarna.

### 6 - Transfer of Risk

The risk is transferred to the customer upon delivery of the products.

### 7 - Retention of Title

The purchased goods remain the property of FRIO-Germany GmbH until full payment has been made.

### 8 - Payment Default

FRIO-Germany GmbH reserves the right to refuse to process an order or deliver to a customer who has not fully or partially paid for a previous order or with whom a payment dispute exists. FRIO-Germany GmbH reserves the right to suspend or cancel any order and/or delivery, regardless of its nature and execution level: i/ in case of non-payment of any amount due by the customer, ii/ or in the event of a payment issue.

### 9 - Delivery

(1) The delivery area for our items is limited to Germany and Netherlands.

(2) If the ordered goods are unavailable at the time of ordering, we reserve the right not to accept the order, so no contract is formed. The customer will be informed accordingly. Any payments already made will be promptly refunded to the customer.

(3) We are entitled to make partial deliveries, as long as this is reasonable for the customer.

(4) In the case of force majeure, the delivery times will be reasonably extended.

### 10 - Warranty for Defects

The customer's claims for material defects are governed by the statutory provisions.

### 11 - Data Protection

We process all personal data exclusively in accordance with applicable data protection laws, particularly in compliance with the requirements of the GDPR. Further information about data processing can be found in the privacy notice, accessible at [www.frio-germany.com](http://www.frio-germany.com).

### 12 - Changes to the Terms of Sale

Any modification of the present terms of sale must be contained in a written document signed by an expressly authorized representative of FRIO ENTREPRISE.

### 13 - Dispute Resolution

The EU Commission has created an internet platform for online dispute resolution. The platform serves as a point of contact for out-of-court resolution of disputes concerning contractual obligations arising from online purchase agreements. Further information is available at the following link: <https://ec.europa.eu/consumers/odr/>. We are neither willing nor obligated to participate in a dispute resolution procedure before a consumer arbitration board.

### 14 - Final Provisions

(1) These General Terms and Conditions are governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) The contract remains binding in its other parts, even if individual provisions are legally ineffective. In place of the ineffective provisions, the relevant statutory provisions shall apply, if available.

### 15 - Contact Information

FRIO-Germany GmbH | Theodor-Kaufmann-Str. 27 | 77933 Lahr  
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